

Proceedings
of the
County Board
of
McLean County,
Illinois

December 20, 2016

*Subject to approval at
January 17, 2017
County Board Meeting*



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Roll Call and Votes, McLean County Board Members, December 20, 2016

Agenda Item:

Present

Absent

Board Members:

Martin, Randall
 Metsker, Catherine
 Murphy, Scott
 Rankin, Erik
 Robustelli, Carlo
 Schafer, Susan
 Segobiano, Paul
 Selzer, David
 Soeldner, James
 Wendt, George
 Wollrab, Laurie
 Barnett, Josh
 Beard, Jacob
 Buchanan, Richard
 Caisley, William
 Cavallini, Don
 Erickson, Chuck
 Gordon, George
 Johnson, Mark

Chairman

McIntyre, John

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for office use only: Y:\County Board\2015\Roll Call nov 17 2015

On Motion To Call the Question To Close
 aye ☒ nay ☒
 On Motion To Debate
 aye ☒ nay ☒
 On Motion To Vote on Passing to close
 aye ☒ nay ☒
 On Motion To change time
 aye ☒ nay ☒
 On Motion To (raised) 7A1b
 aye ☒ nay ☒

On Motion To Passed Voice Vote
 aye ☒ nay ☒
 On Motion To 2/3 = Passed
 aye ☒ nay ☒

On Motion To

On Motion To

On Motion To

On Motion To

On Motion To

On Motion To

On Motion To

On Motion To

On Motion To

December 20, 2016

The McLean County Board met on Tuesday December 20, 2016 at 9:00 am in Room 400 of Government Center, 115 East Washington Street, Bloomington, Illinois, with Chair John McIntyre presiding. The Invocation was led by Member Buchanan, followed by the Pledge of Allegiance and the Roll Call.

The Following Members answered to roll call:

Members, Randall Martin, Catherine Metsker, Scott Murphy, Erik Rankin, Carlos Robustelli, Susan Schafer, Paul Segobiano, David Selzer, James Soeldner, George Wendt, Laurie Wollrab, Josh Barnett, Jacob Beard, Richard Buchanan, William Caisley, Don Cavallini, George Gordon, Mark Johnson, and Chairman John McIntyre

The Following Member was absent:

Chuck Erickson

Appearances by Members of the Public:

1. Patricia Marten-spoke on mental health issues (refer to audio)
2. Mike Matejka – spoke on his support of the Rivian Incentive Agreement (refer to audio)
3. Jerry Berwanger – spoke on his support of the Rivian Incentive Agreement (refer to audio)
4. Ben Mathews – spoke on the time of the County Board Meeting under consideration by the County Board (refer to audio)
5. Sarah Grammer – spoke on the time of the County Board Meeting under consideration by the County Board (refer to audio)
6. George Farnsworth – spoke on his support of the Rivian Incentive Agreement (refer to audio)
7. Stacy Cameron – spoke on his support of the Rivian Incentive Agreement (refer to audio)

Other Business and Communication:

Member Soeldner thanked Chairman McIntyre and Administration staff for all the hard work this past year. (refer to audio)

Member Gordon also thanked the County Board Members, Mr. Wasson and all the elected and appointed officials for past work and the work that will continue. (refer to audio)

STANDING COMMITTEES:

(EXECUTIVE – 7A1a)

Comments before the vote was taken:

1. Robustelli thanked the Chairman and Administration and the EDC and governing bodies, and State's Attorney's office for the more than Herculean Effort. (refer to audio)
2. Segobiano – reminder that this comes with unanimous approval from the Executive Committee
Vote called; passed unanimously
Comments by McIntyre/thanking everyone involved for their hard work. (refer to audio)

(Executive -7A1b)

Movement by Soeldner to open for discussion seconded by C. Robustelli

Comments ensued by:

Member Laurie Wollrab "I think this is a good idea" Refer to audio

Member Carlo Robustelli – "Two parts" Again, thank you Chairman McIntyre and Vice Chairman and others for considering this rules change; all I asked for was due process." I plan to vote in favor of this proposal. (refer to audio)

Vote on the actual Soeldner motion to change our rules

Roll call what is the first vote on: by Soeldner to request amendment to change rules to 7:00 pm

On a vote of 7 yes and 12 no, this motion failed. (roll call included in board packet)

Gordon: Comments "I hope we will continue to look into changes that can be made as we move forward. . . . we are not insensitive to public engagement and access. . . (refer to audio)

Member George Gordon – "I echo the sentiments of Members Wollrab and Robustelli. . . I will vote to support the change." (refer to audio)

Member Erik Rankin – ". . . I support the time change" "When we set meetings we . . . Should take into consideration. . . what is good for us, is not necessarily good for others." (refer to audio)

Committee Chairman Soeldner – “I don’t believe personally there is the great desire out there to change the meeting time. . . there is a silent majority out there that feels 9:00 am meetings are fine.” (refer to audio)

Wendt calls for the question/seconded by Selzer. Requires 2/3 vote (roll call vote)
Motion Failed; discussion continued

Member Wm. Caisley: “Constituents did express concerns about coming downtown at night. In fact, we had a church move out of downtown for that reason. That is not my reason, but is the reason some of my constituents shared. . . . There are also many other reasons for the public not to be able to attend evening meetings. . . . I am opposed to this. A solution in search of a problem.” (refer to audio)

Member Paul Segobiano: “Today is a good example of ‘the issue drives the attendance’. . . What group are we representing? There are lots of good . . . people working second shift. . . we are trying to divide this county into day vs. night. The issue drives attendance. . . I do want to point out also that we do have diversity on the Board, I am a Mexican American. . . (refer to audio) I support the 9:00 am meetings.”

Member Richard Buchanan commented: “. . . we can’t please everyone. . .” (refer to audio)

Member Mark Johnson commented; “those who have a desire to serve the public, there is not an employer who would not allow that to happen. . . suggest meetings at Noon if we are concerned at public involvement. . .moving a meeting to 7:00 pm does not address the problems” (refer to audio)

Member Josh Barnett commented: He thanked Chairman McIntyre and Vice Chair Sorensen for his assistance with this issue. “This has been a passionate issue. . . . I’m going to be voting in favor of this proposal. . . . I believe the majority of the citizens of McLean County work first shift. . . . take time to look at other counties around us, you will find those counties meet after 5:00 pm, just as the City of Bloomington and Town of Normal do. . . .” (refer to audio)

FINANCE COMMITTEE:

E1a

Comments by Member Soeldner complimenting those involved in an outstanding job done. (refer to audio)

LAND USE AND DEVELOPMENT COMMITTEE:

G1a

Comments by Member Soeldner, who asked Administrator Bill Wasson “where does this go from here?” Mr. Wasson indicated that it now moves to Zoning.

COUNTY ADMINISTRATOR: – Bill Wasson

Thanked all the county staff and board and presented their Christmas gift from the county.

Approval of Bills:

Chairman McIntyre thanked all the members and the public, and looked forward to all the work that still needs to be done in the New Year. (refer to audio)

The meeting Adjourned at 10:31 am

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF MICHAEL E. KURITZ
AS A MEMBER OF THE
ZONING BOARD OF APPEALS**

WHEREAS, due to the expiration of a term on January 1, 2017 of Michael E. Kuritz, a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

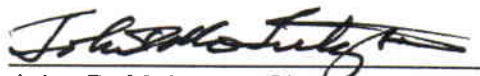
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Michael E. Kuritz as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2022 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of reappointment to Michael E. Kuritz, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION OF REAPPOINTMENT OF MICHAEL BURAGAS
AS A MEMBER OF THE McLEAN COUNTY REGIONAL PLANNING COMMISSION**

WHEREAS, pursuant to authority granted by the Illinois State Legislature by "An Act to Provide for Regional Planning and for the Creation, Organization and Powers of Regional Planning Commission, has the responsibility to fill a three year term by appointment or reappointment;" and,

WHEREAS, the Chairman of the McLean County Board shall appoint, subject to confirmation by the County Board, three members to serve on the Regional Planning Commission, which members shall be residents of McLean County; and,

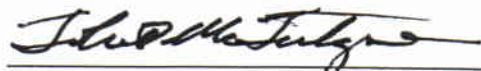
WHEREAS, due to the expiration of term of Michael Buragas of the McLean County Regional Planning Commission, it is advisable to consider an reappointment to this position; now, therefore,

BE IT RESOLVED that the McLean County Board, now in regular session, deems it necessary to give its advice and consent to the reappointment of Michael Buragas to a three year term as a member of the McLean County Regional Planning Commission, with the term to expire on December 31, 2019 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Michael Buragas and to the Director of the McLean County Regional Planning Commission, as well as the County Auditor, County Clerk and the County Administrator's Office.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF DON CAVALLINI
AS A MEMBER OF THE
McLEAN COUNTY HOUSING AUTHORITY

WHEREAS, due to the expiration of term of Don Cavallini as a member of the McLean County Housing Authority, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 ILCS 10/3 has the responsibility to fill the vacancy by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Don Cavallini as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2021 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Don Cavallini; Kim Short, McLean County Housing Authority; Dunn Law Firm, Attorney for the District; the County Clerk, County Auditor and the County Administrator.


Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

**STATE OF ILLINOIS
COUNTY OF MCLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF RICHARD FARR
AS A MEMBER OF THE SHERIFF'S OFFICE MERIT COMMISSION**

WHEREAS, due to the expiration of term of Mr. Richard Farr as a member of the Sheriff's Office Merit Commission, it is advisable to consider an appointment or reappointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 55 Illinois Compiled Statutes 5/3-8003, has the responsibility to fill a six year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Richard Farr, as a member of the Sheriff's Office Merit Commission for a term of six years scheduled to expire on December 31, 2022, or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Reappointment to Richard Farr and the McLean County Sheriff.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
of the County of McLean, Illinois

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF DAVID FORTNER
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of Fred Gent as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of David Fortner as Trustee of the Carlock Fire Protection District to complete the three-year term to expire on April 30, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to David Fortner, as well as the County Clerk, County Auditor and County Administrator.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

STATE OF ILLINOIS)
)
COUNTY OF McLEAN) SS

A RESOLUTION FOR APPOINTMENT OF JARION WALK
AS A TRUSTEE OF THE
CARLOCK FIRE PROTECTION DISTRICT

WHEREAS, due to the resignation of John N. Grieder as a Trustee of the Carlock Fire Protection District, it is advisable to consider an appointment or reappointment to this position; and,


WHEREAS, the Chairman of the County Board, in accordance with the provisions of 70 Illinois Compiled Statutes 705/4, has the responsibility to fill the three-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Jairon Walk as Trustee of the Carlock Fire Protection District to complete the three-year term to expire on April 30, 2018 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this resolution of appointment to Jairon Walk, as well as the County Clerk, County Auditor and County Administrator.


ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR REAPPOINTMENT OF JULIA TURNER
AS A MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, due to the expiration of term of Julia Turner as a member of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Julia Turner as a member of the Zoning Board of Appeals for a term of five years to expire on January 1, 2022 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Julia Turner, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

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STATE OF ILLINOIS
COUNTY OF McLEAN

A RESOLUTION FOR APPOINTMENT OF MARY BETH TAYLOR
AS AN ALTERNATE MEMBER OF THE
ZONING BOARD OF APPEALS

WHEREAS, the Presiding Officer of the County Board, in accordance with Section 5-12010 of the Counties Code, 55 ILCS 5/5-12010, may appoint 2 alternate members to the Zoning Board of Appeals to serve 4 and 5 year terms, respectively; and

WHEREAS, one current alternate is being made a full member due to a resignation and it is appropriate to name a replacement alternate with the advice and consent of the County Board; now, therefore;

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Mary Beth Taylor as an alternate member of the Zoning Board of Appeals to complete a term of four years to expire on January 1, 2021 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Chris Carlton, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF BRIAN BANGERT
AS A MEMBER OF THE
ZONING BOARD OF APPEALS**

WHEREAS, due to the expiration of term of Brian Bangert as a member of the Zoning Board of Appeals, it is advisable to consider an appointment or reappointment to this position; and,

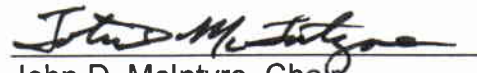
WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the expiration of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Brian Bangert as an member of the Zoning Board of Appeals to complete a term of five years to expire on January 1, 2022 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Brian Bangert, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR REAPPOINTMENT OF CECILYA CHANDLER
AS A MEMBER OF THE
MCLEAN COUNTY HOUSING AUTHORITY**

WHEREAS, due to the expiration of term of Cecilya Chandler, serving as a member of the McLean County Housing Authority, it is advisable to consider a reappointment or appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of 310 Illinois Compiled Statutes, 10/3, has the responsibility to fill the remainder of a five-year term by appointment or reappointment, with the advice and consent of the County Board; now, therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the reappointment of Cecilya Chandler as a member of the McLean County Housing Authority for a five-year term to expire on December 26, 2021 or until a successor shall have been qualified and appointed.

BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Cecilya Chandler, to Ms. Kim Short, McLean County Housing Authority, Dunn Law Firm, Attorney for the District, and to the County Clerk, the County Auditor and the County Administrator's Office.

ADOPTED by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chair
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois

**STATE OF ILLINOIS
COUNTY OF McLEAN**

**A RESOLUTION FOR APPOINTMENT OF RICK L. DEAN
AS A MEMBER OF THE
ZONING BOARD OF APPEALS**

WHEREAS, due to the resignation of Sally Rudolph as a member of the Zoning Board of Appeals, it is advisable to consider an appointment to this position; and,

WHEREAS, the Chairman of the County Board, in accordance with the provisions of Illinois Compiled Statutes, Chapter 55, Sec. 5/5-12010 has the responsibility to fill the position by appointment or reappointment, with the advice and consent of the County Board;

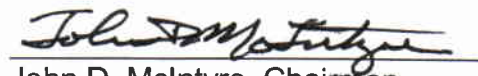
WHEREAS, Rick Dean currently serves as an alternate for the Zoning Board of Appeals and it is advisable to consider an appointment as a regular member of the Zoning Board of Appeals; now therefore,

BE IT RESOLVED that the McLean County Board now in regular session deems it necessary to give its advice and consent to the appointment of Rick L. Dean as a member of the Zoning Board of Appeals to complete a term of five years to expire on January 1, 2022 or until a successor shall have been qualified and appointed.

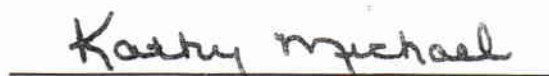
BE IT FURTHER RESOLVED that the County Clerk forward a certified copy of this Resolution of Appointment to Chris Carlton, the Office of Building and Zoning, the County Clerk, the County Auditor and the County Administrator.

Adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

APPROVED:


John D. McIntyre, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of the County of McLean, Illinois



McLEAN COUNTY BOARD

(309) 888-5110 FAX (309) 888-5111
115 E. Washington P.O. Box 2400
Bloomington, Illinois 61702-2400

John D. McIntyre
Chairman

Robert D. Clark has been appointed Emergency Management Agency (EMA) Coordinator of **McLean County**, effective **December 20, 2016**.

He has taken the Emergency Management Agency Personnel Oath required by Section 20 of the Illinois Emergency Management Agency Act.

The EMA Coordinator shall have the direct responsibility within the political subdivision for the implementation of Section 10 of the above-referenced Act.

December 20, 2016

Date

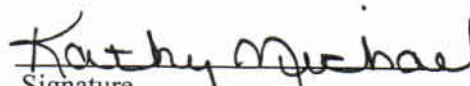

Signature, John McIntyre, County Board Chairman


Signature, Robert D. Clark, EMA Coordinator

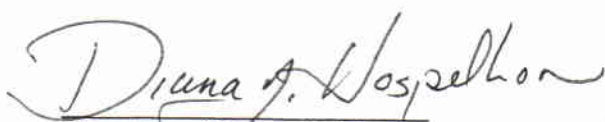
Mailing Address:	Law & Justice Center, Room 10 104 West Front Street Bloomington, IL 61702-2400	Residence Phone:	(309) 365-7179
		Pager:	N/A
Business Phone:	(309) 888-5021	Cellular Phone:	(309) 825-8232
EOC Phone:	(309) 888-5020	Fax:	(309) 888-5534
Email Address:	Bob.Clark@mcleacountyil.gov		

Date: **December 20, 2016**

I, **Robert D. Clark**, do solemnly swear that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the State of Illinois and the territory, institutions, and facilities thereof both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear that I do not advocate, nor am I, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am affiliated with the **McLean County EMA**, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or this State by force or violence.


Signature

McLean County
Jurisdiction


Signature of Notary Public

OFFICIAL SEAL
DIANA J HOSPELHORN
Notary Public - State of Illinois
My Commission Expires 11/07/2019

Revision 02-2016
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HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
Phone (309) 663-9445
FAX (309) 662-8038

DATE: November 30, 2016

TO: Honorable Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

November 30, 2016 Letting

**Non-MFT Cold Patch
2016 MCHD Tile Project**

Recommended Action:

The Highway Department recommends approval of the low bids for both cold patch materials and also recommends approval of the bid for tile the installation at the Highway Department facility.

Background:

The cold patch materials will be used by the maintenance crew of the Highway Department to fill potholes and repair the edge of pavement as needed on the County Highways.

M & M Ag, Inc. of Lexington, IL was the low bidder for the installation of two 12" tiles from the Highway Department to Route 9. One tile will be dedicated to the facility at the Highway Department and the second would be dedicated to the existing field tile and any lateral tiles.

RESOLUTION BY THE COUNTY BOARD OF MCLEAN COUNTY

WHEREAS, the bids were reviewed by the Transportation Committee of the McLean County Board at their meeting on December 06, 2016, for a letting held on November 30, 2016, for one (1) County 2016 Non-MFT (Motor Fuel Tax) Construction Section, and one (2) for McLean County 2017 Non-MFT Maintenance Sections, and

WHEREAS, the Transportation Committee duly approved the bids on December 06, 2016,

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that they award the following materials and contracts:

2016 Non-MFT CONSTRUCTION SECTION:

McLean County.....Sec 2016 MCHD Tile Project – Highway Department

The successful bidder on the above section was:

M & M Ag, Inc

21078 N 2300 East Rd, Lexington, IL 61753\$60,247.50

2017 Non-MFT MAINTENANCE SECTIONS:

McLean County.....Sec 17-00000-00-GM.....GR 7

The successful bidder on the above section was:

Rowe Construction.....\$110.00 per Ton\$2,200.00

a Div of United Contractors Midwest, Inc, 1523 N Cottage Ave

PO Box 609, Bloomington, IL 61702-0609.....(Rowe Yard)

McLean County.....Sec 17-00000-00-GM.....GR 8

The successful bidder on the above section was:

McLean County Asphalt.....\$112.00 per Ton\$8,400.00

1100 W Market St, Bloomington, IL 61701(Market St)



John D McIntyre, Chairman McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County is the State aforesaid and keeper of the records and files thereof, as provided by statutes, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 20, 2016.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of December A.D., 2016.

[SEAL]



Kathy Michael, McLean County Clerk

McLean County 2016 MCHD Tile			ENGINEERS ESTIMATE			M & M Ag, Inc			Williamson Excavating, LLC			Kennedy Farm Drainage, LLC		
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
12" Corr Sig Wall Pipe Perf	Ft	3750	\$6.25	\$23,437.50		\$6.18	\$23,175.00		\$6.94	\$26,025.00	\$7.80	\$29,250.00		
12" Corr Dual Wall Pipe Smooth	Ft	3750	\$11.25	\$42,187.50		\$9.63	\$36,112.50		\$11.79	\$44,212.50	\$12.30	\$46,125.00		
Ex Lat Tile Connection	Ea	8	\$200.00	\$1,600.00		\$120.00	\$960.00		\$130.00	\$1,040.00	\$250.00	\$2,000.00		
				\$67,225.00			\$60,247.50			\$71,277.50		\$77,375.00		15.10%
							-10.38%			6.03%				
Alternate Bid														
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
10" Corr Sig Wall Pipe Perf	Ft	3750	\$5.25	\$19,687.50		\$5.34	\$20,025.00		\$5.40	\$20,250.00	\$6.10	\$22,875.00		
12" Corr Dual Wall Pipe Smooth	Ft	3750	\$11.25	\$42,187.50		\$9.63	\$36,112.50		\$11.79	\$44,212.50	\$12.30	\$46,125.00		
Ex Lat Tile Connection	Ea	8	\$200.00	\$1,600.00		\$120.00	\$960.00		\$130.00	\$1,040.00	\$250.00	\$2,000.00		
				\$63,475.00			\$57,097.50			\$65,502.50		\$71,000.00		11.86%
							-10.05%			3.19%				
McLean County 17-00000-00-GM GR7														
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bit Mix M19-07	Ton	20	\$110.00	\$2,200.00		\$110.00	\$2,200.00		\$0.00	\$0.00	\$0.00	\$0.00		
				\$2,200.00			\$2,200.00			\$0.00		\$0.00		-100.00%
Location of Pit or Quarry														
							Cottage Ave, Bloomington							
McLean County 17-00000-00-GM GR8														
ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	ESTIMATE	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
Bituminous Mixture Sylvax M 120-10	Ton	75	\$105.00	\$7,875.00		\$0.00	\$0.00		\$112.00	\$8,400.00		\$8,400.00		6.67%
				\$7,875.00			\$0.00			\$0.00		\$0.00		-100.00%
Location of Pit or Quarry														
							Market St & Yuton Yards							



HIGHWAY DEPARTMENT

102 S Towanda Barnes Road

Bloomington, IL 61705

(309) 663-9445 Phone

(309) 662-8038 FAX

DATE: November 28, 2016

TO: Honorable Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

2016 Cropsey Road District Joint Rip Rap

Recommended Action:

The Highway Department recommends approval of the Petition for placing rip rap at Structure 3801 in Cropsey Township.

Background:

A routine inspection of Structure 3801 (Wiley Bridge) was completed by the Highway Department in October. During this inspection, it was found that piers were showing signs of scour.

The road commissioner for Cropsey Township was notified of the issue and he asked if the Highway Department would estimate the cost to add rip rap to this structure. The total cost is estimated at \$7,824 with the final cost to be split between Cropsey Road District and McLean County. The work will be completed by the day labor forces of the Highway Department.

Cropsey Road District is taxing above 0.125% in their Road and Bridge Fund and this project costs more than 0.02% of the EAV (\$6,808,297) of the Road District. The required cost to qualify for a joint culvert is \$1,361.66.

BRIDGE CONSTRUCTION PETITION

Sec. 2016 Cropsey RD Joint RipRap 057-3801

TO: McLean County Board
Care of McLean County Clerk
115 E Washington St – Room 102
Bloomington, Illinois 61702

2016 Cropsey RD Joint RipRap 057-3801, located 2,928' north of the intersection of 2150N and 3650 E on 3650 E Road.

Ladies and Gentlemen:

Cropsey Road District, McLean County, Illinois requests that McLean County in accordance with the Illinois Highway Code, 605 ILCS 5/5-501 of the current Illinois Compiled Statutes, install RipRap under a Bridge located on the South West corner of the NE ¼ of Section 28, T25N, R6E of the 3rd P.M., Cropsey Road District


That of the funds appropriated at the November 2015 meeting of the McLean County Board \$3,912 be used as the County's share of the cost of this structure.

Cropsey Road District certifies that they have levied the maximum on their Road and Bridge Fund the last two years.


Cropsey Road District further states that the County Engineer has made an inspection of the Substructure and the repairs necessary as mentioned above and has estimated that the cost of the repair to the Substructure shall be \$7,824 and the present structure is in disrepair.

Cropsey Road District further certifies that the cost of the repair structure exceeds 0.02% of the assessed valuation of the Road District.

Respectfully submitted.



Highway Commissioner
Cropsey Road District

Approved: 

County Engineer, McLean County, IL


Date: November 28, 2016

ATTEST



Mr. John D. McIntyre, Board Chairman

Date: December 20, 2016

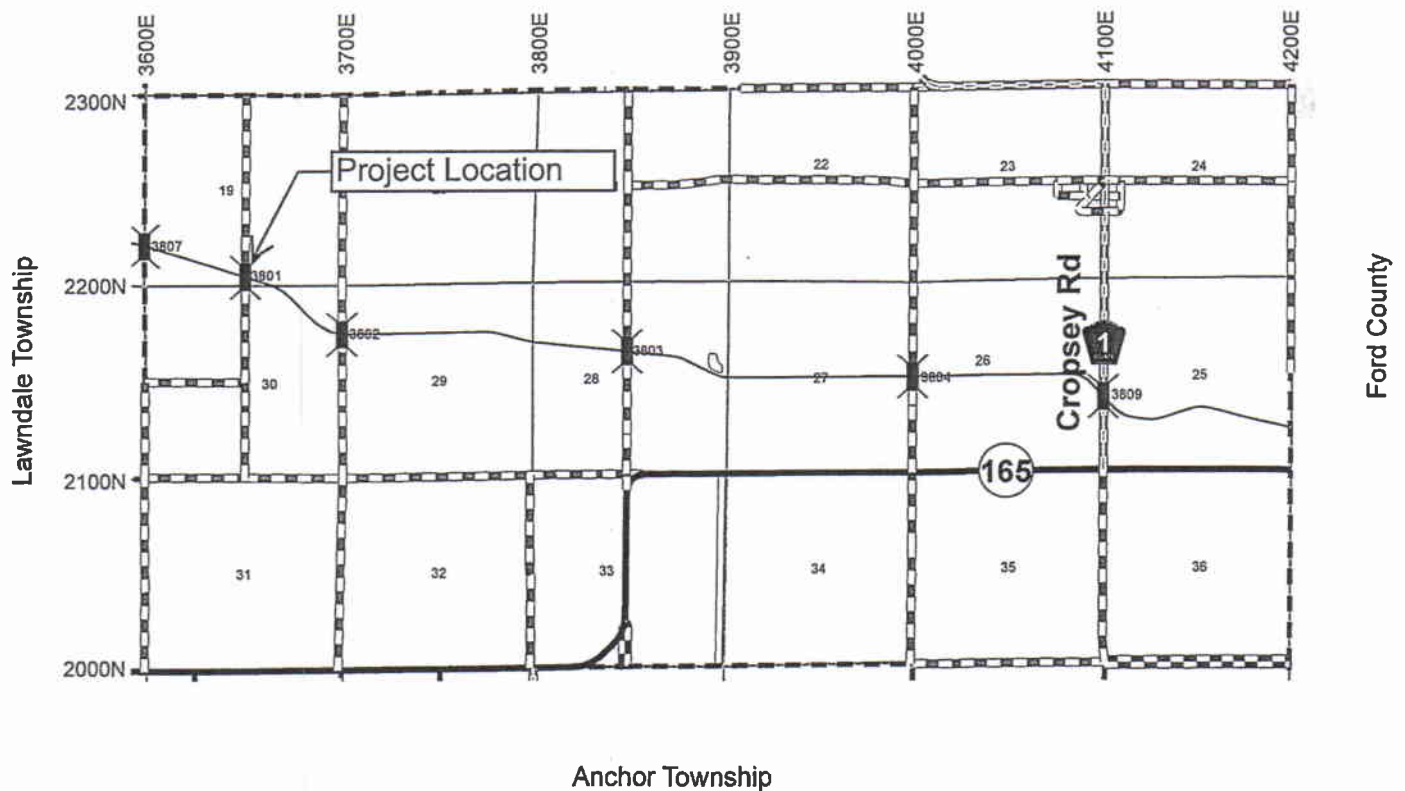


















Kathy Michael, McLean County Clerk

1 inch equals 1 mile



Livingston County



- | | | | | | | |
|---|-----------------------|---|----------------------------|---|---------------------------|---|
|  | Bridges |  | Dirt, Township |  | Town of Normal | corp limits final |
|  | Hotmix - Township |  | Hotmix - McLean County |  | Other Town of Village |  Sections |
|  | Oil & Chip - Township |  | Oil & Chip - McLean County |  | State |  Townships |
|  | Gravel - Township |  | City of Bloomington |  | Private | |
| | | | |  | Surrounding County | |
| | | | |  | Surrounding Township Road | |
- 6-



HIGHWAY DEPARTMENT
102 S Towanda Barnes Road
Bloomington, IL 61705
(309) 663-9445 Phone
(309) 662-8038 FAX

DATE: November 28, 2016

TO: Honorable Members of the McLean County Board Transportation Committee

FROM: Jerry Stokes, County Engineer

**Section 13-00074-02-BR Trent Bridge Resolution
Gillum Road (C.H. 29)**

Recommended Action:

The Highway Department recommends approval of the Trent Bridge Resolution to appropriate the funding for the construction of the replacement of the structure with a cast-in-place continuous reinforced concrete slab bridge.

Background:

The existing structure was built in 1958. This bridge has timber planking abutments that are deteriorating along with significant concrete deterioration on the concrete railing. The current bridge is also too narrow for the amount of traffic in this area. Construction is scheduled for spring/summer 2017.

Cost:

This project will be funded 100% by the McLean County Bridge Fund. The construction cost for this project is estimated to be \$1,600,000.



**Illinois Department
of Transportation**

**Resolution for Improvement by County
Under the Illinois Highway Code
Trent Bridge (13-00074-02-BR) Bridge**

BE IT RESOLVED, by the County Board of McLean County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) 29, beginning at a point near north of the Southeast Corner of Section 6, T 22 N, R 3 E of the 3rd P.M.

and extending along said route(s) in a(n) northerly direction to a point near 1,000 feet north of the Southeast corner of Section 6, T 22 N, R 3 E of the 3rd P.M.

, a distance of approximately 1,000 feet (0.189 miles); and,

BE IT FURTHER RESOLVED, that the type of improvement shall be Replacement of the existing bridge with a three-span, wide flange girder bridge with a poured concrete deck.

and shall be designated as Section 13-00074-02-BR and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by Contract; and

(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of One Million Six Hundred Thousand dollars, (\$ 1,600,000) from the County Bridge Fund for the construction of this improvement.

John D. McIntyre, Chairman – McLean County Board

I, Kathy Michael County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

McLean County, at its Regular

meeting held at Bloomington, IL

on December 20, 2016
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington in said County this 20th day of December A.D. 2016

(SEAL)

County Clerk

<p align="center">Approved</p> <p align="center">_____ Agreement of Understanding Regional Engineer Department of Transportation</p> <p align="center">_____ December 20, 2016 Date</p>
--

Downs Township

T21N T22N R3E

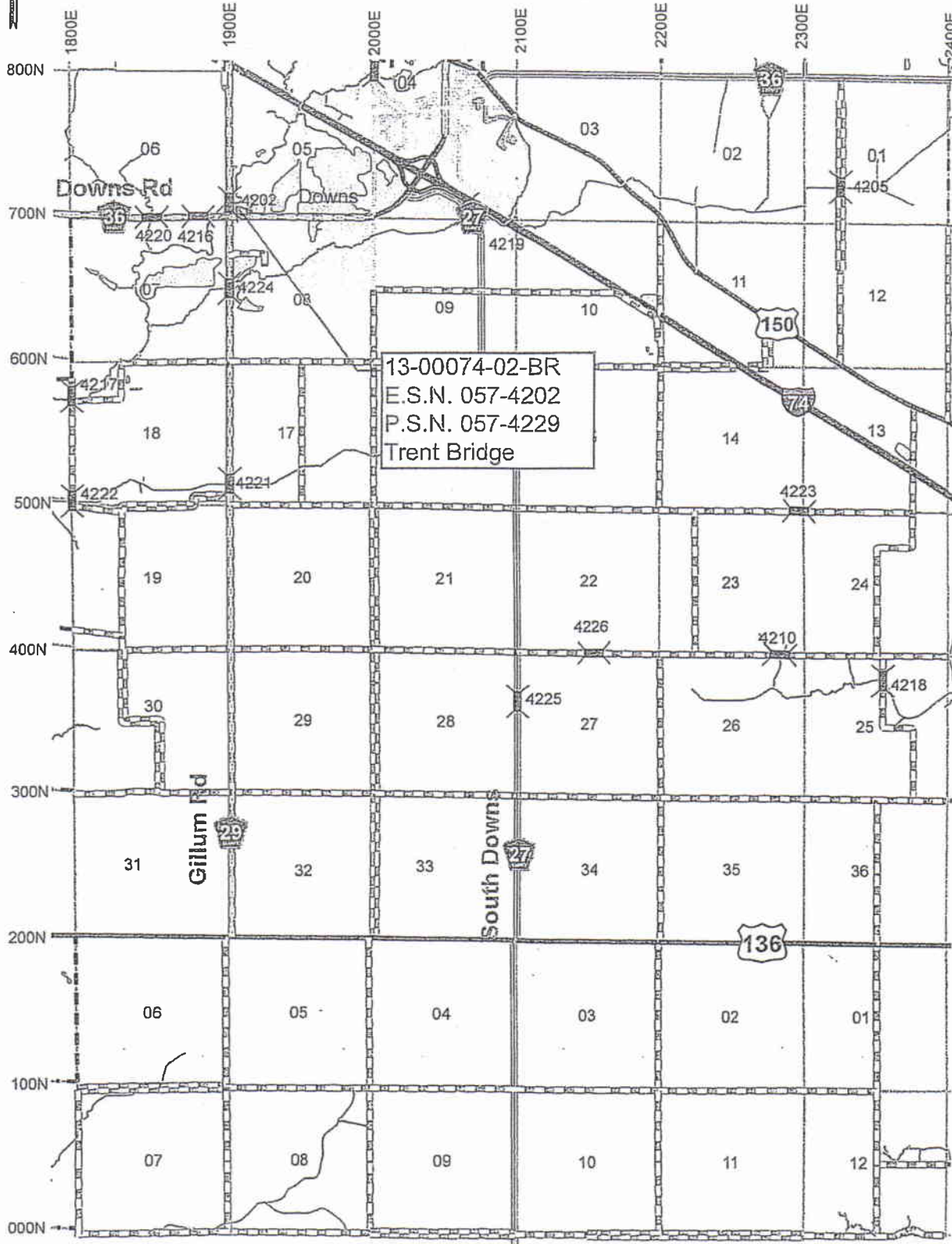
0 0.25 0.5 1 1.5 2 Miles

1 inch equals 1 mile

Old Town Township

Randolph Township

Empire Township



Bridges	Road Surface Type, Maintained By	Dirt, Township	Town of Normal	Surrounding Township Roads	Lakes	Sections
Streams	Holmix - Township	Holmix - McLean County	Other Town of Village	State	Corporate Limits	Townships
RoadCenterline	Oil & Chip - Township	Oil & Chip - McLean County	City of Bloomington	Private		
	Gravel - Township	Surrounding County				

RESOLUTION APPROPRIATING MOTOR FUEL TAX FUNDS


WHEREAS, the County Board of McLean County by resolution dated August 16, 2016, with the consent of the Department of Transportation, appointed Jerry W. Stokes, County Engineer for McLean County for a term of six years effective August 17, 2016, and

WHEREAS, the County Board of McLean County hereby fixes the salary of the County Engineer at \$111,186.40 per year for January 1, 2017 through December 31, 2017 and his traveling, instruction and schooling, and conference expenses are estimated at \$2,100.00 per year.

NOW THEREFORE BE IT RESOLVED by the County Board of McLean County that there be appropriated the sum of 113,286 Dollars and 40/100 (\$113,286.40) from the County's allotment of Motor Fuel Tax Funds for the purpose of paying the salary and expenses of the County Engineer of McLean County from January 1, 2017 through December 31, 2017.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, Springfield, Illinois, through its District Engineer's Office at Paris, Illinois.

Approved by the County Board on December 20, 2016.




John D. McIntyre, Chairman
McLean County Board

STATE OF ILLINOIS]
] SS
COUNTY OF MCLEAN]

I, Kathy Michael, County Clerk in and for said County, in the State aforesaid and keeper of records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of McLean County at its monthly meeting held at Bloomington, Illinois on December 20, 2017.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Bloomington, Illinois, in said County this 20th day of December, A.D. 2017.

[SEAL]



County Clerk

APPROPRIATION TRANSFER ORDINANCE
AMENDING THE MCLEAN COUNTY FISCAL YEAR 2016
COMBINED ANNUAL APPROPRIATION AND BUDGET ORDINANCE

WHEREAS, THE FOLLOWING TRANSFERS OF APPROPRIATED MONIES HAVE BEEN
REVIEWED AND APPROVED BY THE APPROPRIATE COMMITTEE, AND

WHEREAS, IT IS DEEMED DESIRABLE THAT THE FOLLOWING TRANSFERS ARE
HEREBY AUTHORIZED AND APPROVED, NOW, THEREFORE,

BE IT ORDAINED BY THE **County Board of McLean County, Illinois**
THAT THE FOLLOWING TRANSFERS BE MADE AND THAT THE COUNTY CLERK PROVIDE
THE COUNTY AUDITOR AND TREASURER WITH CERTIFIED COPIES OF THIS ORDINANCE.

Land Use and Development Committee

FUND 0001
DEPT 0038
PGM 0040

General Fund
Building and Zoning
Building and Zoning Program

DECREASE			INCREASE		
FROM:	ACCOUNT TITLE	AMOUNT	TO:	ACCOUNT TITLE	AMOUNT
0726.0002	Expert Witness	400.00	0728.0001	Transcript	400.00
0706.0001	Contractual Services	600.00	0728.0001	Transcrip	600.00

1,000

1,000

Adopted by the County Board of McLean County, Illinois
This 20th Day of December, 2016



CHAIRMAN, MCLEAN COUNTY BOARD

ATTEST:



COUNTY CLERK, MCLEAN COUNTY

AGREEMENT

WHEREAS, COURT SERVICES and, CHESTNUT HEALTH SYSTEMS are established partners under the funding provided through the McLean County Health Department (MCHD) for the PROBLEM SOLVING COURT Program;

WHEREAS, COURT SERVICES provides **probation services** to offenders referred to and accepted into PROBLEM SOLVING COURT Program;

WHEREAS, CHESTNUT HEALTH SYSTEMS provides **evidence-based substance abuse and mental health treatment and services**;

WHEREAS, COURT SERVICES has funding available through the MCHD PROBLEM SOLVING COURT Program to contract services with an agency to provide **evidence-based substance abuse and mental health treatment and services** to participants of the PROBLEM SOLVING COURT Program;

WHEREAS, CHESTNUT HEALTH SYSTEMS seeks to provide **evidence-based substance abuse and mental health treatment and services** for participants in the PROBLEM SOLVING COURT Program;

WHEREAS, COURT SERVICES and CHESTNUT HEALTH SYSTEMS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

CHESTNUT HEALTH SYSTEMS will:

- Provide evidence-based substance abuse and mental health assessment, treatment and services, according to the requirements outlined by the Illinois Supreme Court Problem Solving Court Standards.
- Provide quarterly fidelity monitoring of all manualized treatment services.
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay CHESTNUT HEALTH SYSTEMS up to \$15,500 per month, not to exceed a total of \$186,000 annually, for needed services from the PROBLEM SOLVING COURT Program.

The term of this AGREEMENT shall be from January 1, 2017 until December 31, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

CHESTNUT HEALTH SYSTEMS shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by MCHD for inclusion in COURT SERVICES' grant reports.

CHESTNUT HEALTH SYSTEMS will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed an annual total of \$186,000 and within federal hourly rate caps. Payment will be expected within 60 days.

CHESTNUT HEALTH SYSTEMS agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____ Date _____
Cassy Taylor, Director

The Center for Youth and Family Solutions

By: _____ Date _____
Doug Braun, Coordinator

McLean County Board

By: _____ Date _____
John McIntyre, County Board Chair

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

AGREEMENT

WHEREAS, COURT SERVICES and, CENTER FOR YOUTH AND FAMILY SOLUTIONS (CYFS) are established partners under the funding provided through the McLean County Health Department (MCHD) for the Problem Solving Court Program;

WHEREAS, COURT SERVICES provides **probation services** to offenders referred to and accepted into PROBLEM SOLVING COURT Program;

WHEREAS, CYFS provides **Moral Reconciliation Therapy**

WHEREAS, COURT SERVICES has funding available through the MCHD PROBLEM SOLVING COURT Program to contract services with an agency to provide **Moral Reconciliation Therapy** to participants of the PROBLEM SOLVING COURT Program;

WHEREAS, CYFS seeks to provide **Moral Reconciliation Therapy** for participants in the PROBLEM SOLVING COURT Program;

WHEREAS, COURT SERVICES and CYFS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

CENTER FOR YOUTH AND FAMILY SOLUTIONS will:

- Provide manualized moral reconciliation therapy for referred participants up to 520 hours annually at \$40/hr within Correctional Counseling Inc.'s guidelines.
- Monitor program fidelity quarterly.
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay CYFS \$40/hour for Moral Reconciliation Therapy, not to exceed a total of \$20,800 annually for needed services from the PROBLEM SOLVING COURT Program.

The term of this AGREEMENT shall be from January 1, 2017 until December 31, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

CYFS shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by MCHD for inclusion in COURT SERVICES' grant reports.

CYFS will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed an annual total of \$20,800 and within federal hourly rate caps. Payment will be expected within 60 days.

CYFS agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____
Cassy Taylor, Director Date _____

The Center for Youth and Family Solutions

By: _____
Doug Braun, Coordinator Date _____

McLean County Board

By: _____
John McIntyre, County Board Chair Date _____

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

AGREEMENT

WHEREAS, COURT SERVICES and, CENTER FOR YOUTH AND FAMILY SOLUTIONS (CYFS) are established partners under the funding provided through the McLean County Health Department (MCHD) for the RNR Program;

WHEREAS, COURT SERVICES provides **probation services** to offenders referred to and accepted into RNR Program;

WHEREAS, CYFS provides **evidence-based treatment and coordination services**;

WHEREAS, COURT SERVICES has funding available through the MCHD RNR Program to contract services with an agency to provide **evidence-based treatment and coordination services** to participants of the RNR Program;

WHEREAS, CYFS seeks to provide **evidence-based treatment and coordination services** for participants in the RNR Program;

WHEREAS, COURT SERVICES and CYFS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

CENTER FOR YOUTH AND FAMILY SOLUTIONS will:

- Provide case management services for referred participants up to 1040 hours annually at \$40/hr, including but not limited to travel and delivery of services in the participant's home, and/or transport clients to service locations as needed. Services to include: cognitive skill building, family outreach, employment and educational opportunities, and attendance at court hearings, staffings and other activities necessary to coordinate client care in the community.
- Provide psychiatric services as appropriate and referred to up to 36 hours annually at \$230/hr.
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay CYFS \$40/hour for case management services and \$230/hour for psychiatric services, not to exceed a total of \$49,880 annually for needed services from the RNR Program.

The term of this AGREEMENT shall be from January 1, 2017 until December 31, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

CYFS shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by MCHD for inclusion in COURT SERVICES' grant reports.

CYFS will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed an annual total of \$49,880 and within federal hourly rate caps. Payment will be expected within 60 days.

CYFS agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____
Cassy Taylor, Director

Date _____

The Center for Youth and Family Solutions

By: _____
Doug Braun, Coordinator

Date _____

McLean County Board

By: _____
John McIntyre, County Board Chair

Date _____

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

AGREEMENT

WHEREAS, COURT SERVICES and, KEVIN CRUTCHER are established partners under the funding provided through the McLean County Health Department (MCHD) for the RNR Program;

WHEREAS, COURT SERVICES provides **probation services** to offenders referred to and accepted into RNR Program;

WHEREAS, KEVIN CRUTCHER provides **evidence-based assessment and counseling services**;

WHEREAS, COURT SERVICES has funding available through the MCHD RNR Program to contract services with an agency to provide **evidence-based assessment and counseling services** to participants of the RNR Program;

WHEREAS, KEVIN CRUTCHER seeks to provide **evidence-based assessment and counseling services** for participants in the RNR Program;

WHEREAS, COURT SERVICES and KEVIN CRUTCHER desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

KEVIN CRUTCHER will:

- Provide evidence-based mental health, substance abuse and trauma assessments for up to juvenile offenders as appropriate and referred
- Provide brief counseling for participants as needed to fill any gaps in service time due to wait lists at referral agencies
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay KEVIN CRUTCHER \$40/hour, not to exceed \$18,000 annually for needed services from the RNR Program.

The term of this AGREEMENT shall be from January 1, 2017 until December 31, 2018, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

KEVIN CRUTCHER shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by MCHD for inclusion in COURT SERVICES' grant reports.

KEVIN CRUTCHER will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed

an annual total of \$18,000 and within federal hourly rate caps. Payment will be expected within 60 days.

KEVIN CRUTCHER agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____
Cassy Taylor, Director Date _____

Kevin Crutcher, LCPC

By: _____
Kevin Crutcher, LCPC Date _____

McLean County Board

By: _____
John McIntyre, County Board Chair Date _____

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

AGREEMENT

WHEREAS, COURT SERVICES and, CENTER FOR YOUTH AND FAMILY SOLUTIONS (CYFS) are established partners under the Adult Redeploy Illinois grant provided through the Illinois Criminal Justice Information Authority (ICJIA);

WHEREAS, COURT SERVICES provides **intensive probation services** to offenders referred to and accepted into the Adult Redeploy Illinois Program;

WHEREAS, CYFS provides **evidence-based treatment and coordination services**;

WHEREAS, COURT SERVICES has funding available through the Adult Redeploy Illinois grant to contract services with an agency to provide **evidence-based treatment and coordination services** to participants of the Adult Redeploy Illinois program;

WHEREAS, CYFS seeks to provide **evidence-based treatment and coordination services** for participants in the Adult Redeploy Illinois program;

WHEREAS, COURT SERVICES and CYFS desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

CENTER FOR YOUTH AND FAMILY SOLUTIONS will:

- Provide case management services to the targeted population, including but not limited to travel and delivery of services in the participant's home, and/or transport clients to service locations as needed. Services to include: cognitive skill building, family outreach, employment and educational opportunities, and attendance at court hearings, staffings and other activities necessary to coordinate client care in the community.
- Provide Cognitive Behavioral Programming (i.e., Moral Reconation Therapy) services to participants.
- Provide Individual and Family Counseling services to participants.
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay CYFS \$40/hour, not to exceed \$25,600 for the course of the contract for needed services from the Adult Redeploy Illinois grant.

The term of this AGREEMENT shall be from November 1, 2016 until June 30, 2017, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

CYFS shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by ICJIA for inclusion in COURT SERVICES' grant reports.

CYFS will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed a total of \$25,600 and within federal hourly rate caps. Payment will be expected within 60 days.

CYFS agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____
Cassy Taylor, Director Date

The Center for Youth and Family Solutions

By: _____
Doug Braun, Coordinator Date

McLean County Board

By: _____
John McIntyre, County Board Chair Date

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

ADDENDUM TO AGREEMENT

The McLean County, hereafter referred to as the “Implementing Agency” and Center for Youth & Family Solutions, hereafter referred to as the “CONTRACTOR”, agree to adhere to and comply with the following terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR’S DUNS Number: 078354001

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

CONTRACTOR’S SAM registration is valid until: 2/16/2017

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR’S CAGE Code: 6NK78

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

Updated June 2, 2016

As required by the Authority, CONTRACTOR shall complete and submit the state Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

SECTION 13. PUBLICATIONS:

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with state of Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

SECTION 14. INSPECTION AND AUDIT:

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. NON-SUPPLANTATION

The Contractor certifies that funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 18. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 19. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 20. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and

7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 21. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 22. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

SECTION 23. CERTIFICATION REGARDING LOBBYING:

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State

employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

Authorized representative of the Implementing Agency

Date

Authorized representative of the CONTRACTOR

Date

INDIRECT COSTS CERTIFICATION

Name of Program: Adult Redeploy

Grant agreement number: 197012

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for **November 1, 2016 - June 30, 2017** are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Signature

John D. McIntyre

Print Name

County Board Chair

Title

Ill. Peoria County Government

Name of Organization

12-20-2016

Date Signed

AGREEMENT

WHEREAS, COURT SERVICES and, KEVIN CRUTCHER are established partners under the Adult Redeploy Illinois grant provided through the Illinois Criminal Justice Information Authority (ICJIA);

WHEREAS, COURT SERVICES provides **intensive probation services** to offenders referred to and accepted into the Adult Redeploy Illinois Program;

WHEREAS, KEVIN CRUTCHER provides **trauma and mental health assessment and counseling services**;

WHEREAS, COURT SERVICES has funding available through the Adult Redeploy Illinois grant to contract services with an agency to provide **trauma and mental health assessment and counseling services** to participants of the Adult Redeploy Illinois program;

WHEREAS, KEVIN CRUTCHER seeks to provide **trauma and mental health assessment and counseling services** for participants in the Adult Redeploy Illinois program;

WHEREAS, COURT SERVICES and KEVIN CRUTCHER desire to enter into this AGREEMENT to establish, define, and coordinate a mutually beneficial relationship to insure the above purposes.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto hereby agree as follows:

KEVIN CRUTCHER will:

- Provide trauma assessment and reporting for participants, including training staff on trauma-informed approaches to their daily work and assisting staff with understanding participant behavior as related to their trauma history.
- Provide Mental Health Assessments for participants.
- Provide Individual Counseling services to participants.
- Provide documentation of services as directed for record keeping and evaluation purposes.

COURT SERVICES agrees to pay KEVIN CRUTCHER \$40/hour, not to exceed \$16,000 for the course of the contract for needed services from the Adult Redeploy Illinois grant.

The term of this AGREEMENT shall be from November 1, 2016 until June 30, 2017, or the depletion of grant funds, or unless otherwise terminated by either party as provided herein.

This AGREEMENT shall automatically terminate, without further action, upon the termination of the grant or its funding. Additionally, this Agreement can be terminated by either party, with or without cause, upon a sixty (60) day written notice to the other party.

KEVIN CRUTCHER shall maintain complete and accurate records of all services provided pertinent to this AGREEMENT, and will provide timely and accurate reports as outlined by ICJIA for inclusion in COURT SERVICES' grant reports.

KEVIN CRUTCHER will bill the County of McLean, via a monthly invoice for services as outlined above, to the COURT SERVICES DIRECTOR by the 15th day of the following month, not to exceed a contract total of \$16,000 and within federal hourly rate caps. Payment will be expected within 60 days.

KEVIN CRUTCHER agrees to save and hold harmless from any and all liability, claims, losses, damages, cost expenses, or attorney fees (with the exceptions of any liability imposed for willful and wonton acts or negligence on the part of McLean County) arising out of or in any way connected with the performance of contractual duties under this Agreement.

This AGREEMENT is entered into in the City of Bloomington, County Of McLean, Illinois and shall be governed by the laws of the State of Illinois and venue shall be proper in McLean County, Illinois.

This AGREEMENT shall become effective upon approval by the McLean County Board.

In Witness Whereof, signatories agree to the terms laid out above:

McLean County Court Services

By: _____
Cassy Taylor, Director Date _____

KEVIN CRUTCHER

By: _____
KEVIN CRUTCHER Date _____

McLean County Board

By: _____
John McIntyre, County Board Chair Date _____

Attest:

Kathy Michael, Clerk of the County Board
McLean County, Illinois

ADDENDUM TO AGREEMENT

The McLean County, hereafter referred to as the
"Implementing Agency" and Kevin Crutcher, hereafter referred to as the
"CONTRACTOR", agree to adhere to and comply with the following terms and conditions, as an addendum
to, and in the performance of, the agreement to which these provisions are attached.

SECTION 1. INDEPENDENT CONTRACTOR

The CONTRACTOR, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority or the Implementing Agency. The Illinois Criminal Justice Information Authority (Authority) shall not be responsible for the performance, acts or omissions of the Contractor. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 2. TRANSPARENCY ACT COMPLIANCE

The CONTRACTOR agrees to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The CONTRACTOR agrees to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

CONTRACTOR'S DUNS Number: N/A

b) To maintain a current registration in the System for Award Management (SAM) database. The CONTRACTOR must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

CONTRACTOR'S SAM registration is valid until: N/A

c) The CONTRACTOR shall provide their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the SAM registration.

CONTRACTOR'S CAGE Code: N/A

d) The CONTRACTOR further agrees that all agreements entered into with subcontractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR.

e) The acquisition of a DUNS number and registration with the CCR database is not required of contractors and subcontractors who are individuals.

SECTION 3. RECORD RETENTION:

CONTRACTOR agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of CONTRACTOR's most recent audit report, whichever is later. CONTRACTOR shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and CONTRACTOR agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

Records shall be maintained beyond the 3-year period if any litigation, claim, audit, fiscal review, negotiation, or other action involving the records has been started before the expiration of the above three-year period; in such cases, these records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

SECTION 4. CERTIFICATION:

CONTRACTOR certifies that it has not been barred from contracting with a unit of state or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

SECTION 5. CRIMINAL CONVICTIONS

The CONTRACTOR certifies that its board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The CONTRACTOR shall notify the Implementing Agency if any of its board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Implementing Agency may terminate this agreement at the Implementing Agency's discretion, if any of the CONTRACTOR's board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 6. ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

CONTRACTOR shall complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility Form (I-9). This form shall be used by CONTRACTOR to verify that persons employed by CONTRACTOR are eligible to work in the United States.

SECTION 7. CONFIDENTIALITY OF INFORMATION:

To the extent permitted by Illinois state law, including the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, CONTRACTOR agrees not to use or reveal any research or statistical information furnished under this program by any person and identifiable to any specific private person for any purpose other than the purpose for which such information was obtained in accordance with applicable federal legislation, regulations and guidelines. Such information shall be immune from legal process and shall not, without the consent of the person furnishing the

information, be admitted as evidence or used for any purpose in any action, suit or other judicial, legislative or administrative proceeding.

SECTION 8. PROCUREMENT REQUIREMENTS/CONFLICT OF INTEREST:

All procurement transactions shall be conducted by CONTRACTOR in a manner to provide, to the maximum extent practical, open and free competition. CONTRACTOR must use procurement procedures that minimally adhere to applicable executive orders, state laws, and regulations. No employee, officer or agent of CONTRACTOR shall participate in the selection, or in the award or administration of a contract supported by state of Illinois funds if a conflict of interest, real or apparent, would be involved.

SECTION 9. APPLICABLE LAW:

CONTRACTOR shall operate in conformance with the following State laws and guidelines, currently in effect and hereafter amended, when applicable: federal legislation, regulations and guidelines regarding the applicable federal grant program; the Office of Justice Programs' Financial Guide; Office of Management and Budget Circulars A-21, A-87, A-102, A-110, A-122, and A-133; the Illinois Grant Funds Recovery Act (30 ILCS 705); Illinois Procurement Code (30 ILCS 500); the State Comptroller Act (15 ILCS 405); the U.S. Department of Justice Regulations Governing Criminal History Record Information Systems (28 CFR Part 20.1 et seq.); the U.S. Department of Justice Regulations Governing Confidentiality of Identifiable Research and Statistical Information (28 CFR Part 22.1 et seq.); the U.S. Department of Justice Regulations Governing Governmentwide Debarment and Suspension (28 CFR Part 67.100 et seq.) and the rules of the Authority (20 Ill. Adm. Code 1520 et seq.).

CONTRACTOR shall comply with all applicable laws, regulations, and guidelines of the State of Illinois, the Authority in the performance of this agreement, currently in effect and hereafter amended, including but not limited to: the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Non-Discrimination/Equal Employment Opportunity Policies and Procedures; Part 46, Protection of Human Subjects; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Part 67, Governmentwide Debarment and Suspension (Nonprocurement); provisions of 48 CFR regarding federal acquisition principles, including Part 31, Contract Cost Principles and Procedures; Section 8136 of the Department of Defense Appropriations Act of 1988 (P.L. 100-463, effective October 1, 1988); National Environmental Policy Act of 1969, 42 U.S.C. pars. 4321 et seq.; National Historic Preservation Act of 1966, 16 U.S.C. pars. 470 et seq.; Flood Disaster Protection Act of 1973, 42 U.S.C. pars 4001 et seq.; Clean Air Act of 1970, 42 U.S.C. pars. 7401 et seq.; Clean Water Act, 33 U.S.C. pars. 1368 et seq.; Executive Order 11738; and EPA regulations (40 CFR Part 15); Federal Water Pollution Control Act of 1948, as amended, 33 U.S.C. pars. 1251 et seq.; Safe Drinking Water Act of 1974, 42 U.S.C. pars. 300f et seq.; Endangered Species Act of 1973, 16 U.S.C. pars. 1531 et seq.; Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. pars. 1271 et seq.; Historical and Archeological Data Preservation Act of 1960, as amended, 16 U.S.C. pars. 469 et seq.; Coastal Zone Management Act of 1972, 16 U.S.C. pars. 1451 et seq.; Coastal Barrier Resources of 1982, 16 U.S.C. pars. 3501 et seq.; Indian Self Determination Act, 25 U.S.C. par. 450f; Intergovernmental Cooperation Act of 1968, 42 U.S.C. 4201 et seq.; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. pars. 4601 et seq.; Hatch Political Activity Act of 1940, as amended, 5 U.S.C. pars. 1501 et seq.; Animal Welfare Act of 1970, 7 U.S.C. pars. 2131 et seq.; Demonstration Cities and Metropolitan Development Act of 1966, 42 U.S.C. pars. 3301 et seq.; Federal Fair Labor Standards Act of 1938, as amended, 29 U.S.C. pars. 201 et seq.; and E.O. 11246 "Equal Employment Opportunity," as amended by E.O. 11375, and supplemented by regulations at 41 CFR Part 60.

Failure of CONTRACTOR to comply with applicable laws, regulations, and guidelines may result in the suspension or termination of this agreement, or pursuit of other remedies that may be legally available.

SECTION 10. CERTIFICATIONS REGARDING DEBARMENT AND A DRUG-FREE WORKPLACE:

As required by the Authority, CONTRACTOR shall complete and submit the state Certification Regarding A Drug-Free Workplace and shall certify that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

SECTION 11. STATEMENTS, PRESS RELEASES, ETC.:

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with state of Illinois funds, the CONTRACTOR shall clearly state (1) the percentage of the total cost of the program or project which will be financed with state of Illinois funds, and (2) the dollar amount of state of Illinois funds for the project or program.

SECTION 12. COPYRIGHTS, PATENTS:

If this agreement results in a copyright, the Illinois Criminal Justice Information Authority, reserve a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the CONTRACTOR shall immediately notify the Implementing Agency, and the Implementing Agency shall notify the Authority. The Authority will provide the Implementing Agency and CONTRACTOR with further instruction on whether protection on the item will be sought and how the rights in the item will be allocated and administered in order to protect the public interest.

SECTION 13. PUBLICATIONS:

CONTRACTOR shall submit to the Implementing Agency, and the Implementing Agency shall submit to the Illinois Criminal Justice Information Authority for review, a draft of any publication that will be issued by CONTRACTOR describing or resulting from programs or projects funded in whole or in part with state of Illinois funds, no later than 60 days prior to its printing.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses. Exceptions to these requirements may be granted upon prior Authority approval,

SECTION 14. INSPECTION AND AUDIT:

If required by revised Office of Management and Budget Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," CONTRACTOR agrees to provide for an independent audit of its activities in accordance with A-133. Such audits shall be made annually, unless A-133 allows CONTRACTOR to undergo biennial audits. All audits shall be conducted in accordance with Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions; the Guidelines for Financial and Compliance Audits of Federally Assisted Programs; any compliance supplements approved by the Office of Management and Budget; and generally accepted auditing standards established by the American Institute of Certified Public Accountants. Copies of all audits must be submitted to the Authority no later than 9 months after

the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate federal, State, and local law enforcement officials.

CONTRACTOR agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of data and records required by the Authority and all other program activity.

The Authority shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of CONTRACTOR, and to relevant books, documents, papers and records of subcontractors.

SECTION 15. REPORTING GRANT IRREGULARITIES

The Contractor shall promptly notify the Authority through their Authority Grant Monitor when an allegation is made, or the Contractor otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the Contractor's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Contractor's director or similarly situated personnel. The Contractor, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform the Office of Justice Program's Office of the Comptroller, the Department of Justice's Office of Professional Responsibility and the Office of Inspector General, and state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 16. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Contractor agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected

starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Contractor agrees to submit a second letter to the Authority explaining the implementation delay. The Implementing Agency may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Contractor agrees to notify the Implementing Agency in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Implementing Agency may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Implementing Agency will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Contractor and not expended as of that date shall be repaid to the Implementing Agency upon notification by the Implementing Agency

SECTION 17. NON-SUPPLANTATION

The Contractor certifies that funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 18. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Contractor shall promptly refer to the Authority, any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 19. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Agency certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 20. SEXUAL HARASSMENT POLICIES

The Contractor agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Contractor's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and

- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 21. USE OF FUNDS

Contractor certifies that it, and its subcontractors, shall use funds for only allowable services, activities and costs, as described in the agreement between the Implementing Agency and the Contractor.

The Contractor certifies that only those costs listed in the agreement between the Implementing Agency and the Contractor shall be paid pursuant to this agreement. The Contractor understands the payment of funds shall be withheld until such certifications are received by the Implementing Agency.

SECTION 22. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDINGS

This Addendum to Agreement is subject to the Illinois Grants Recovery Act (30 ILCS 705/1 et. seq). The CONTRACTOR certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705/1 et. seq) or an Involuntary Withholding by the State of Illinois or any other state. The CONTRACTOR also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The CONTRACTOR shall notify the Implementing Agency if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or by any other state, or has been subject to an Involuntary Withholding by the State of Illinois or by any other state within the past five (5) years. The Implementing Agency may terminate this agreement, at the Implementing Agency's sole discretion, if the CONTRACTOR is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject of an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding.

SECTION 23. CERTIFICATION REGARDING LOBBYING:

CONTRACTOR certifies that no Grant Funds have been paid or will be paid by or on behalf of CONTRACTOR to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Contractor certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

CONTRACTOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

CONTRACTOR warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State

employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ACCEPTANCE OF ADDENDUM

The Implementing Agency and CONTRACTOR agree to adhere to and comply with the above terms and conditions, as an addendum to, and in the performance of, the agreement to which these provisions are attached.

Authorized representative of the Implementing Agency

Date

Authorized representative of the CONTRACTOR

Date

AGREEMENT
Between Sharon Klingman and McLean County

This Agreement is in effect from January 1, 2017 and December 31, 2017, between the McLean County Children's Advocacy Center and Sharon Klingman, for therapy and crisis intervention services provided to children seen at the Children's Advocacy Center when there has been some disclosure of sexual or physical abuse or, at the specific recommendation by the MDT, because of a suspicion of sexual or physical abuse. The job description reflecting duties and responsibilities of Sharon Klingman is attached to this Agreement and made a part hereof (identified as Attachment A).

As part of this Agreement, Sharon Klingman will be compensated at a rate of \$42.50 per hour and will turn in all receipts of hours to administrative staff for bi-weekly reimbursement. The annual contract between the Children's Advocacy Center and the Illinois Department of Children and Family Services specifically defines the counseling line item amount to be paid out specifically to the therapist/crisis interventionist.

A 30 day notice will be expected on both sides should this Agreement be made null and void.

Sharon Klingman, Crisis Interventionist

Date

John D. McIntyre,
McLean County Board Chairman

Date

ATTEST:

Kathy Michael, Clerk of the County Board
Of McLean County

Attachment A

CRISIS INTERVENTION / THERAPIST

JOB DESCRIPTION

Qualifications: Possess a minimum of a Master's Degree in Psychology or related field
Possess state licensure at the L.C.P.C level
Minimum of 2 years of experience working with child victims of sexual abuse
Minimum of 60 hours of continuing education relating to sexual abuse recovery
Certification in trauma focused cognitive behavioral therapy

Job Purpose: Provide early intervention mental health counseling to children identified as victims of child sexual or serious physical abuse in order to minimize trauma resulting from the disclosure of that abuse.

Key Responsibilities:

- Provide 13 sessions per week of short term crisis intervention based counseling services including assessment, referral and ongoing support to child victims of abuse and their non-offending caregivers or siblings
- Participate as a full member of the multidisciplinary team, including attending weekly Case Review sessions (1 hour per week)
- Attend agency staff meeting (1 hour per week)
- Observe interviews that take place during regular work hours when no clients are scheduled
- Observe recorded child interviews prior to providing therapeutic intervention (if not present for the original interview)
- Attend trials where past and present clients are testifying to provide emotional support, as appropriate
- Provide professional testimony on behalf of clients when court ordered or requested by prosecution
- Provide written documentation regarding client's participation in treatment when court ordered or requested to do so
- Maintain records of client attendance at sessions and other corroborative information received in course of counseling
- Communicate with outside agencies on behalf of victim for continuity of care or referral purposes
- Participate in/receive clinical supervision from appropriate colleague (minimum of 1 hour per month)
- Gather and submit required data for grant completion and contract renewal
- Attend at least the minimum continuing education trainings to maintain licensure requirements
- Work collaboratively with MDT members, including the Family Child Advocate
- Maintain a current database of available mental health clinicians and providers for child victims and family members (with assistance of Family Child Advocate)
- Maintain an electronic calendar for client appointments and agency related events, accessible to other staff members
- Work on the project to allow for psychiatric referrals as funding streams become available
- Work on the project to provide counseling in the satellite communities as funding streams become available
- Carry liability insurance

Ancillary Responsibilities:

- Provide continuing education to the community on child abuse awareness/educational issues, either individually or as a member of the multidisciplinary team
- Provide training for CASA volunteers as available allows
- Act as resource when needed on cases

This position reports directly to the Executive Director of the Children's Advocacy Center and space is provided at the center for the therapist to meet with clients referred to the CAC and through the MDT.

(Revised Dec 2015)

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Jeff Brown, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Jeff Brown is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. Jeff Brown shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month. No murder cases shall be assigned to the Special Public Defender. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven (7) cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed eighty-four (84) cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three (3) days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington Street, Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

Jeff Brown
501 North Main Street, Suite 9
Bloomington, Illinois 61701

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
- (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.

13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

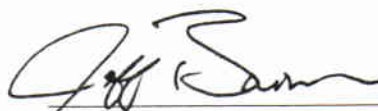
14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.

APPROVED:



Jeff Brown
Attorney at Law



Carla E. Barnes
McLean County Public Defender



John McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, “the County”, and John J. Bussan, Attorney-at-Law, hereinafter known as, “the Special Public Defender”:

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. John J. Bussan is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender’s Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. John J. Bussan shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of twelve (12) felony cases per month. No murder cases shall be assigned to the Special Public Defender. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with twelve (12) cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed one hundred forty-four (144) cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three (3) days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington Street, Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

John J. Bussan
P. O. Box 3001
Bloomington, IL 61702

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
- (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.

13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

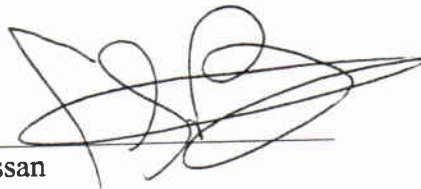
14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.

APPROVED:



John J. Bussan
Attorney at Law



Carla E. Barnes
McLean County Public Defender



John McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Philip Finegan, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Philip Finegan is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. Philip Finegan shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month. No murder cases shall be assigned to the Special Public Defender. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven (7) cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed eighty-four (84) cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three (3) days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington Street, Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

Philip Finegan
111 W. Front Street
Bloomington, IL 61701

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
- (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.

13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

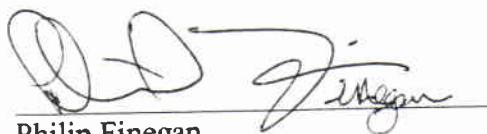
14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.

APPROVED:



Philip Finegan
Attorney at Law



Carla E. Barnes
McLean County Public Defender



John McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Kelly R. Harms, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Kelly R. Harms is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of sexually violent persons and sexually dangerous persons commitment cases and post conviction cases assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, \$40,000, said amount to be prorated to \$3,333.33 per month.

The Special Public Defender agrees to the following conditions:

1. Kelly R. Harms shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender any pending cases previously assigned to Carey Luckman, as well as a maximum of fifteen (15) cases per the contract term; which shall be limited to Sexually Violent Person Petition cases, Sexually Dangerous Person Petition cases, and Post-Conviction Petitions. The Special Public Defender shall keep hourly time records for each case handled, which records shall be submitted to the Public Defender's Office on the last day of each calendar month. The Special Public Defender shall be solely responsible and not reassign any of these cases to any other attorney.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three (3) days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington St., Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

Kelly R. Harms
305 S. Central Street
El Paso, IL 61738

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
- (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.

13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.


14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.


15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

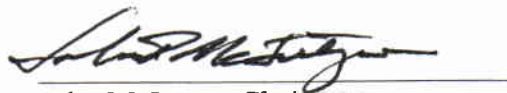
16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.


APPROVED:


Kelly R. Harms
Attorney at Law


Carla E. Barnes
McLean County Public Defender


John McIntyre, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Alan J. Novick, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Alan J. Novick is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.
2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling juvenile cases. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$1,875.00 per month.

The Special Public Defender agrees to the following conditions:

1. The Special Public Defender shall assist and perform his duties as Special Public Defender in those cases assigned to him to handle Juvenile cases in court one (1) day a week (or the hourly equivalent thereof) and to devote whatever preparation time necessary to those cases up to one hundred fifty (150) total hours for the contract year. The Special Public Defender also agrees to supply monthly statements of hours expended both in-court and out-of-court on all cases worked on under this contract to the Public Defender's Office. Once the one hundred fifty (150) hours have been worked, the Special Public Defender shall receive the \$1,875.00 for each month of the contract term.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation. Unless the 150 hours has been expended, then the contract shall cease except for all payments for the balance of the year owing to the Special Public Defender on page 1 of this agreement.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington Street, Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

Alan J. Novick
306 East Grove Street
Bloomington, IL 61701

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
- (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.

13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.

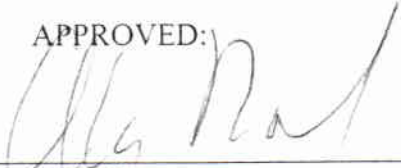
14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.

15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.

APPROVED:



Alan J. Novick
Attorney at Law



Carla E. Barnes
McLean County Public Defender



John McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT

This Contract, entered into this 20th day of **December, 2016**, between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and Joshua P. Rinker, Attorney-at-Law, hereinafter known as, "the Special Public Defender":

WHEREAS, the County of McLean has authority under Illinois Compiled Statutes, Chapter 55, Section 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a necessity to provide additional professional contract services for the Office of the McLean County Public Defender; and

WHEREAS, the Special Public Defender has the capacity to provide such services;

NOW, THEREFORE:

1. Joshua P. Rinker is hereby appointed a Special Public Defender for McLean County by Carla E. Barnes, Public Defender for McLean County, and the McLean County Board.

2. The purpose of this professional service contract is to provide assistance to the Public Defender's Office in the handling of conflict cases and such other cases as may be assigned by the Public Defender. The County shall pay to the Special Public Defender and the Special Public Defender agrees to accept as full payment for the professional services furnished under this agreement, said amount to be \$3,317.21 per month.

The Special Public Defender agrees to the following conditions:

1. Joshua P. Rinker shall assist and perform his duties as Special Public Defender in those cases assigned to him by the Public Defender; said duties include the preparation and litigation of those cases. The Public Defender shall assign to the Special Public Defender a maximum of seven (7) felony cases per month. No murder cases shall be assigned to the Special Public Defender. In the event that private counsel enters on a case assigned to the Special Public Defender prior to the first status hearing, that case will not be credited to the Special Public Defender. Should the Special Public Defender for any reason not be credited with seven (7) cases in a month, those cases shall be assigned as soon as practicable in the following month; however, the total number of cases assigned shall not exceed eight-four (84) cases during this contract period.

2. A Special Public Defender shall be at all times for the duration of this contract an attorney licensed to practice law in the State of Illinois.

3. The Special Public Defender, as an independent contractor, shall be required to secure and maintain malpractice insurance in an amount of \$500,000 and workers' compensation insurance in accordance with Illinois law for the Special Public Defender and any paralegal, legal assistant, or secretary and, upon request, supply to the County a certificate of insurance evidencing such coverage.

4. The Special Public Defender, as an independent contractor, shall indemnify and hold harmless the County, its agents, employees and assigns against any and all claims arising out of or relating to the Special Public Defender's activities pursuant to this contract.

It is further agreed by both parties:

1. The parties enter into this contract on the date first stated above and, further, the agreement shall commence on January 1, 2017 and terminate on December 31, 2017.

2. The Special Public Defender is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County insofar as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Special Public Defender's work and service during the performance of this contract to ensure that this contract is performed according to its terms.

3. The Special Public Defender shall have a professional working email in order to effectively communicate with the McLean County Public Defender staff. Responses to office requests are expected within three (3) days.

4. Nothing in this agreement shall prevent the Special Public Defender from engaging in the practice of law apart from the services provided by this contract.

5. The Special Public Defender shall pay all current and applicable City, County, State and Federal taxes, licenses, assessments, including federal excise taxes, including and thereby limiting the forgoing, those required by the Federal Insurance Contribution Act and Federal and State Unemployment Tax Acts.

6. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.

7. This contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein or incorporated herein by reference.

8. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.

9. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.

10. This contract may not be assigned by either party without the prior written consent of the other party.

11. This contract may be terminated for any of the following reasons:

- (a) At the request of the Special Public Defender upon giving sixty (60) days' written notice prior to the effective date of cancellation.
- (b) At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation.

Written notice shall be mailed by certified copy to the following address:

For the Public Defender:

Carla E. Barnes
Office of the Public Defender
104 West Front Street, Rm 603
Bloomington, Illinois 61701

For the McLean County Board:

Bill Wasson
County Administrator
115 East Washington Street, Room 401
P. O. Box 2400
Bloomington, Illinois 61702-2400

For the Attorney:

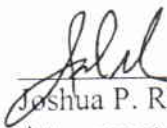
Joshua P. Rinker
310 Basswood Lane
Normal, IL 61761

12. The County may terminate this contract at any time for cause upon immediate written notice to the Special Public Defender. For purposes of this contract, "cause" is defined as:
 - (a) an intentional act of fraud or other material violation of law by the Special Public Defender that occurs during or in the course of the Special Public Defender's employment;
 - (b) intentional disclosure of confidential information by the Special Public Defender contrary to the County's policies;
 - (c) breach of the Special Public Defender's obligations under this agreement;
 - (d) willful conduct by the Special Public Defender that is demonstrably and materially injurious to the County, monetarily or otherwise.
 - (e) conviction of a crime by the Special Public Defendant involving moral turpitude;
 - (f) misuse of County resources;
 - (g) actions which may reasonably be construed to violate the Illinois Rules of Professional Conduct of 2010.
13. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
14. Should either party desire not to renew this contract beyond the termination date, sixty (60) days' written notice prior to the termination date shall be given by the party wishing to terminate this contract.
15. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.

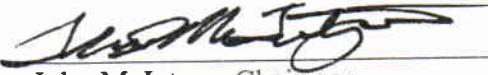
16. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties; and

IN WITNESS THEREOF, the parties have affixed their respective signature on the 20th day of December, 2016.


APPROVED:


Joshua P. Rinker
Attorney at Law


Carla E. Barnes
McLean County Public Defender


John McIntyre, Chairman
McLean County Board

ATTEST:


Kathy Michael, Clerk of the County
Board of McLean County, Illinois

CONTRACT – INMATE CHAPLAIN

This Contract effective the between the County of McLean, A Body Corporate and Politic and Ruth Chin, (Inmate Chaplin) pursuant to his successful negotiation for the position of Inmate Chaplain pursuant to the following terms and conditions.

The Inmate Chaplain is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of McLean County in so far as the manner of performing the services and obligations of this contract. However, McLean County shall have the right to control access to the McLean County Detention Facility (MCDF) in accordance with the sound security procedures. Additionally, McLean County reserves the right to inspect the Inmate Chaplain's work and service during the performance of this contract to ensure that this contract is performed according to its terms. This right to inspect does not extend to circumstances disclosed in counseling conducted by the Inmate Chaplain. The Inmate Chaplain is obligated to furnish at his/her own expense, all the necessary labor, tools, supplies, and materials. Materials reasonably available and routinely supplied to inmates and volunteers shall in like manner be supplied by the Commissary to the Inmate Chaplain free of charge.

The Inmate Chaplain will be responsible for the maintenance of all religious activities in the McLean County Detention Facility (MCDF) in accordance with MCDF policies and procedures.

The Inmate Chaplain shall save and hold McLean County (including its officials, agents and employees) free and harmless from all liability, including any claim of the Inmate Chaplain for any payments under any workers' compensation insurance, arising out of or in any way connected with the performance of work or work to be performed under this contract, whether or not arising out of the partial or sole negligence of McLean County for any costs, expenses, judgments and attorney fees paid or incurred by, or on behalf of Mclean County, and/or its agents and employees.

The Inmate Chaplain shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this contract.

The Inmate Chaplain shall pay all current and applicable city, county, state and federal taxes, licenses, assessments including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Fair Employment Practices Act.

MCDF shall provide clerical help to assist the Chaplain in the maintenance of paperwork necessary to document the provision of religious activities.

McLean County agrees to pay the Inmate Chaplain the Contract price of Thirteen Thousand Dollars and no Cents (\$13,000.00). Payments are to be made quarterly in the amount of Three Thousand Two Hundred Fifty Dollars and no Cents (\$3,250.00).

The term of this Contract shall be for 12 months beginning January 1, 2017 thru December 31, 2017. The Contract shall be renewed only upon the agreement of the Sheriff, the County Board and the Inmate Chaplain.

Any party may cancel this Contract without cause upon giving the other party(s) thirty (30) days notice. Upon cancellation, payments due under this Contract shall be prorated to the date of termination.

This Contract shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.

No waiver of any breach of this Contract or any provision hereof shall constitute a waiver of any other or further breach of this Contract or any provision hereof.

This Contract is severable, and the invalidity, or unenforceability, of any provision of this Contract, or any party hereof, shall not render the remainder of this Contract invalid or unenforceable.

This Contract may not be assigned or subcontracted by the Inmate Chaplain to any other person or entity without the written consent of the McLean County Sheriff.

This Contract shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

This Contract shall not be amended unless in writing, expressly stating that it constitutes an amendment to this Contract, signed by the parties hereto.

Parties agree that the foregoing and the attached document(s) if any, constitute all of the agreement between the parties and in witness thereof the parties have affixed their respective signatures on the date first above noted.

ADOPTED by the County Board of McLean County, Illinois,
this _____ day of _____, 20____.

APPROVED

BY: _____
Ruth Chin, Inmate Chaplain

Date

BY: _____
Jon Sandage, Sheriff of McLean County

Date

BY: _____
John McIntyre, Chairman McLean County Board

Date

ATTEST:

BY: _____
Kathy Michael, Clerk of the County Board
of McLean County, IL

Date

Commerce Bank

Corporate Resolution To Obtain Credit Card Account

The undersigned, Kathy Michael the County Clerk of McLean County, a government entity, does hereby certify that the following resolutions were duly and regularly passed and adopted by the County Board, at a meeting duly called, on the 20th day of December, 2016, and such resolutions are still in full force and effect and have not been amended or revoked.

“RESOLVED, that any one of the following:

William R. Wasson
Michelle L. Anderson
Josh Schaefer


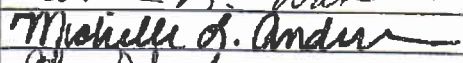
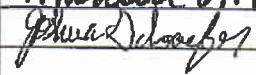
be and each hereby is authorized directed and empowered to establish credit card accounts “(Accounts”) with the Commerce Bank of Omaha, N.A. (“Commerce”) and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts.”

“FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts.”

“FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.”

The undersigned further certifies that the specimen signatures appearing below are the signature of the officers authorized to sign for this corporation by authority of these resolutions.

SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
William R. Wasson	County Administrator	
Michelle L. Anderson	County Auditor	
Josh Schaefer	Chief Deputy Auditor	

IN WITNESS WHEREOF, I have hereunto set my hand as _____ McLean County Clerk
and affixed the seal of McLean County this 20th day of December, 2016

(SEAL)

County Clerk: 

Memo

To: Honorable Members of the Health Committee

From: Cassy Taylor/Cathy Jo Waltz

Date: November 28, 2016

Re: Mental Health Contract at the Juvenile Detention Center

I have attached for your review a proposed 2017 mental health contract between Cathy Mullen Vogel and the McLean County Juvenile Detention Center.

The contract is identical to last year's contract, with the exception of a 3% increase for services for 2017. The total services provided will not exceed \$33,176.

Ms. Mullen Vogel provided excellent services the past year in the form of crisis intervention and clinical consultation, and I believe this will hold true in 2017.

Cathy Waltz, JDC Superintendent and I will be present at the Health Committee meeting to answer any questions you may have.

Attachment

CONTRACT FOR COUNSELING SERVICES
WITH MCLEAN COUNTY JUVENILE DETENTION CENTER

This CONTRACT, made this 20th day of December, 2016, by and between The MCLEAN COUNTY BOARD, hereinafter called the BOARD, the McLean County Juvenile Detention Center and Cathy Vogel.

WHEREAS, there is a need for crisis intervention, clinical consultation and other Mental Health Services for McLean County Juvenile Detention youth; and,

WHEREAS, the BOARD has been designated as the supervising and administrative agent to administer and oversee certain funds allocated by the County of McLean through the Tort Judgment Fund for the provision of mental health services for youth of the McLean County Juvenile Detention Center;

IT IS THEREFORE AGREED as follows:

1. The parties hereby contract for the period January 1, 2017, through December 31, 2017, to provide crisis intervention, clinical consultation, and other mental health services for McLean County Juvenile Detention Center youths as specified below:
 - I. In-House services
 1. Provide consultation about youth who score high on suicide checklist. A checklist for suicide risk is to be completed at intake (officer is trained by CHS staff and responsible for completing this form).
 2. Assess and evaluate these youth as needed and requested.
 3. Provide crisis intervention and/or brief therapy as needed.
 4. Assess new youth (who have been detained for physically violent crimes) as needed and requested.
 5. Evaluate the need for psychotropic medication.
 6. Consult with JDC personnel on behavioral techniques for handling emotionally and mentally ill youth.
 7. After each youth contact, leave a detention contact note to update detention staff on the psychological state of youth or other pertinent information which might affect the safety of the youth, other youths, or detention personnel.

II. 24-hour Crisis Calls

A. Respond to detention requests to see youth who:

1. are having suicidal ideation
2. are actively suicidal
3. have made a suicide attempt
4. are expressing thoughts of harming other youth, or detention personnel
5. have become extremely anxious or potentially explosive
6. have become physically aggressive towards other youth or detention personnel
7. are having homicidal ideation
8. psychotic youth (out of touch with reality and/or bizarre behavior)

B. When responding to the calls on the youth described above, Cathy Vogel will assess the situation, evaluate mental status, intervene as necessary with brief counseling, and consult with detention personnel as to the disposition for the youth. This disposition may include:

1. crisis counseling only – situation resolved
2. medication and/or medication review needed – refer to nurse
3. refer to in-house detention counselor program for time-limited ongoing assessment and/or counseling
4. consult with detention regarding reclassification of youth (i.e., release from security room, move to unit, or other unit, etc.)

III. Groups

Cathy Vogel will provide “group sessions” for detained youth. Topics to be discussed include anger management, self-esteem, choices and consequences, value clarification and other topics deemed appropriate.

2. The BOARD agrees to pay for such services, through the Tort Judgment Fund, an amount not more than \$33,176 unless supplemental appropriations are made by the McLean County Board. It is understood by all parties that full reimbursement is contingent upon the amount available through appropriation by the McLean County Board through the Tort Judgment Fund.
3. Payments for services rendered in the CONTRACT will be paid monthly upon voucher by Cathy Vogel upon the following schedule of fees:

- a. Crisis call screening and assessment response \$ 105.19 hr.
 - b. Scheduled In-house individual counseling \$ 58.41 hr.
 - c. Scheduled group counseling \$ 89.59 per session.
4. This CONTRACT may be terminated for any of the following reasons:
 - a. At the request of Cathy Vogel upon thirty days written notice;
 - b. At the request of the BOARD upon thirty days written notice; or,
 - c. At the request of the Juvenile Detention Center upon thirty days written notice.
5. Cathy Vogel is and shall be an independent contractor for all purposes, solely responsible for all the results to be obtained and not subject to the control or supervision of the BOARD in-so-far as the manner and means of performing the series and obligations of this CONTRACT.
6. Cathy Vogel shall save and hold the McLean County Board, (including its officials, agents, and employees) free and harmless from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions claims or judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity, or property of any kind (including but not limited to chooses in action) arising out of or in any way connected with the performance under this CONTRACT, for any costs, expenses, judgments and attorney's fees paid or incurred, by or on behalf of the BOARD, and/or its agents and employees, or paid for on behalf of BOARD and/or its agents and employees, by insurance provided by BOARD.
7. Cathy Vogel shall comply with all applicable laws, codes, ordinances, rules, regulations and lawful orders of any public authority that in any manner affect its performance of this CONTRACT.
8. Cathy Vogel shall, during the entire term hereof, procure and maintain general liability insurance in a form acceptable to BOARD: \$1,000,000.
9. Cathy Vogel shall pay all current and applicable city, county, state and federal taxes, licenses, assessments, including Federal Excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.

10. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause required by the Illinois Human Rights Act, Federal laws, and local ordinance. No person shall be discriminated against because of race, religion, national origin, sex, sexual orientation or physical handicap when being considered for employment, training, promotion, retention, disciplinary action, other personnel transactions or for access to contracted services. It shall be the intent herein to provide equality and respect to all individuals in matters of service and employment. Violation of any non-discriminational law or regulation shall be deemed just cause for termination of this CONTRACT or other legal sanctions by the BOARD.
11. This CONTRACT shall be governed by and interpreted in accordance with the Laws of the State of Illinois. All relevant provisions of the Laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
12. No waiver of any breach of this CONTRACT or any provision hereof shall constitute a waiver of any other of further breach of this CONTRACT or any provision hereof.
13. This CONTRACT is severable, and the invalidity, or unenforceability, of any provision of this CONTRACT, or any party hereof, shall not render the remainder of this CONTRACT invalid or unenforceable.
14. This CONTRACT may not be assigned or Subcontracted by Cathy Vogel to any other person or entity without the written consent of BOARD.
15. This CONTRACT shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
16. It is understood that the terms of this CONTRACT include all the agreements made by the BOARD and Cathy Vogel without regard to any oral conversations which may have taken place prior to the execution of the CONTRACT or subsequent thereto, and that any changes shall be made in writing agreed to by both parties.
17. This CONTRACT shall not be amended unless in writing expressly stating that it constitutes an amendment to this CONTRACT, signed by the parties hereto. BOARD shall not be liable to Cathy Vogel for the cost of changes or additions to the work to be performed or the materials to be supplied unless such changes or additions are accepted by BOARD in a writing approved by and signed by a person with lawful authority granted by BOARD to execute such writing.

Given under our hands and seals the day and year first written above.

CASSY TAYLOR, Director of Court Services
MCLEAN COUNTY JUVENILE DETENTION CENTER

CATHY MULLEN VOGEL

MCLEAN COUNTY BOARD

By

JOHN McINTYRE, CHAIRMAN

ATTEST:

Kathy Michael, Clerk of the County
Board of McLean County, Illinois

AGREEMENT
BETWEEN
THE MCLEAN COUNTY BOARD
AND
THE DENTAL CLINICIAN

THIS AGREEMENT, is made this --- of December 2016, by and between the McLean County Board, (hereinafter known as the Board), and, Eric Abreu, a dentist licensed to practice dentistry in the State of Illinois, (hereinafter known as the Dental Clinician.)

WHEREAS, the County of McLean has authority under 745 ILCS 10/4-105 (1992), to provide medical and dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, there is a necessity to provide reasonable dental care to inmates housed at the McLean County Detention Facility; and,

WHEREAS, the Dental Clinician has the capacity to provide such service:

THE DENTAL CLINICIAN AGREES TO:

1. Provide dental services including examination and treatment of inmates of the McLean County Detention Facility who are referred for services by designated nursing staff.
2. Provide Dental Assistant services for each clinic, if necessary, and appropriate compensation for those services.
3. Report to the Director of McLean County Adult Detention Facility Health Services Department and advise the same on all matters related to dental practices within the facility.
4. Assist the McLean County Detention Facility staff in developing and implementing policies that will assure high quality dental care.
5. Recommend needed supplies and equipment.
6. Participate in program evaluation activities as required by funding sources and licensing and regulatory bodies.
7. Secure and maintain malpractice insurance and Worker's Compensation Insurance for the Dental Clinician any Dental Assistant and, upon request, supply to the Board a certificate of insurance evidencing such coverage.
8. Maintain all licenses and certifications necessary to practice Dentistry in the State of Illinois throughout the term of the Agreement.
9. Complete any and all continuing education necessary to obtain and maintain knowledge of all current dental practices with respect to services to be performed under the Agreement.

10. The Dental Clinician will indemnify and hold harmless the Board, its Director, agents, employees and assigns against any and all claims arising out of or relating to the Dental Clinician's activities pursuant to this Agreement.

THE BOARD AGREES TO:

1. Implement policies, which assure high quality dental care and treatment.
2. Provide adequate equipment, supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Sheriff's Department and McLean County Board and executed through the McLean County Detention Facility staff.
3. It is understood that the basic purpose of dental services is to provide pain relief and treatment for abscesses or infections and that restorative work will be provided only after consultation with administrative staff. It is further understood that inmates with dental needs that exceed the terms of this agreement will be referred to a provider mutually agreeable to both parties.
4. Provide appropriate space for private dental examination and treatment of inmates.
5. The Board will provide their employees with liability coverage as deemed appropriate by the McLean County Board.
6. Participate in program evaluation activities as required by funding sources or regulatory bodies.
7. Provide maintenance and confidential storage of dental records.
8. Provide periodic statistical reports as deemed appropriate.
9. During the term of this Agreement (December 31, 2016 through December 31, 2017), provide compensation to the Dental Clinician at an hourly rate of \$145.32 portal to portal in addition to a monthly stipend of \$110.00 payable monthly upon invoice by the Dental Clinician.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on December 31, 2016 and terminate on December 31, 2017 unless terminated by either party in accordance with 11 a or b of this section.
2. No administration practice of the Board shall unduly restrict or compromise the dental practice of the Dental Clinician.
3. It is understood by both parties that Dental Clinician is a dentist licensed to practice dentistry in the State of Illinois and is not an employee of the Board.

4. The Dental Clinician is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Board in so far as the manner and means of performing the services and obligations of this agreement. However, the Board reserves the right to inspect the Dental Clinician's work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
5. In the event the Board's equipment is used by the Dental Clinician or any subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the Dental Clinician during the period of such use by the Dental Clinician or subcontractor.
6. The Dental Clinician shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
7. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
8. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
9. No waiver of any breach if this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
10. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
11. This Agreement may be terminated for any of the following reasons:
 - a) At the request of the Dental Clinician upon thirty (30) days written notice.
 - b) At the request of the Board upon thirty (30) days written notice.
12. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this agreement, invalid or unenforceable.
13. This Agreement may not be assigned or subcontracted by the Dental Clinician to any other person or entity without the written consent of the Board.
14. This Agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.

15. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

APPROVED:

Dental Clinician
Eric Abreu, DDS

Jon Sandage
McLean County Sheriff

APPROVED:

John McIntyre, Chairman
McLean County Board

ATTEST:

Kathy Michael, Clerk of the
County Board of McLean County, Illinois

AGREEMENT

McLEAN COUNTY ADULT DETENTION FACILITY PHARMACEUTICAL SERVICES

THIS AGREEMENT, made this ____th of December, 2016, by and between the McLEAN COUNTY BOARD, hereinafter known as the BOARD, and Merle Pharmacy No.1, Inc., a pharmacy registered in the State of Illinois, hereinafter known as the PROVIDER.

WHEREAS, the COUNTY OF McLEAN has the authority under 730 ILCS 5/3-15-2 (1997) to provide medical care to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, there is a need to provide prescription and non-prescription medication, pharmaceutical supplies, and reasonable pharmaceutical services to inmates housed at the McLEAN COUNTY DETENTION FACILITY; and,

WHEREAS, the PROVIDER is a Pharmacy registered in the State of Illinois, and has the capacity to provide such services:

THE PROVIDER AGREES TO:

1. Provide prescription and non-prescription medication and pharmaceutical supplies on a twenty-four hour, seven day per week basis for the inmates incarcerated at the McLean County Detention Facility
2. Provide medications in the packaging and quantity requested by McLean County Detention Facility Health Services staff.
3. Provide a medication cart adequate for the needs of the MCDF Health Services Program. It is understood that the medication cart shall remain the property of the PROVIDER.
4. Substitute generic equivalent prescription and non-prescription medications, including pharmaceutical supplies, for brand name products unless "no substitution" is expressly stated on the order.
5. Report to the Director of MCDF Health Services and advise the same on all matters related to pharmaceutical practices within the Facility, including development of an MCDF Formulary.
6. Assist the MCDF Health Services Staff in developing and implementing policies that will assure high quality pharmaceutical services.
7. Recommend needed supplies and equipment.
8. Participate in program evaluation activities as required by licensing and regulatory bodies, e.g. quarterly on-site review of pharmaceutical program.
9. Maintain all licenses and certifications necessary to practice Pharmacy in the State of Illinois throughout the term of the Agreement.
10. By the mutual agreement of the parties, provide on-site delivery of stock and new medications which may be ordered by the MCDF Physician, MCDF Psychiatrist, or the MCDF Dentist on a daily basis Monday through Friday, and individual routine medications on a monthly basis, and provide consultation with the MCDF Health

Services staff and with the Sheriff as Jail Warden, as outlined in the Standards for Health Care in Jails developed by the American Medical Association and adopted by the National Commission on Correctional Health Care.

11. Arrange for pharmaceutical coverage during absences.
12. Complete any and all continuing education necessary to obtain and maintain knowledge of all current pharmaceutical practices with respect to services to be performed under the Agreement.
13. Secure and maintain malpractice insurance and Worker's Compensation Insurance for any pharmaceutical employees and, upon request, supply to the BOARD a certificate of insurance evidencing such coverage.
14. Indemnify and hold harmless the BOARD, its agents and employees and assigns against any and all claims arising out of or relating to the PROVIDER'S activities pursuant to this Agreement.
15. Agree to accept payment as reimbursement in full for the services described in this Agreement. In the event that an additional source pays the PROVIDER subsequent to payment by the BOARD, the BOARD shall be immediately notified and provisions made for repayment either directly or through a billing adjustment.

THE BOARD AGREES TO:

1. Implement policies which assure high quality pharmaceutical services.
2. Provide adequate supplies, office space, administrative and support staff within the constraints of its operating budget. It is understood that administrative policy is determined by the McLean County Board, and executed through the McLean County Detention Facility Health Services staff.
3. Provide their employees with liability coverage as deemed appropriate.
4. Participate in program evaluation activities as required by funding sources or regulatory bodies.
5. Provide maintenance of equipment and secure storage for medications.
6. Provide periodic statistical reports as deemed appropriate.
7. Provide compensation to the PROVIDER for reimbursable services, which shall be limited to prescription or non-prescription medications and pharmaceutical supplies and delivery of the same.
8. Agree to pay the PROVIDER for services rendered at the following Average Wholesale Price (AWP):
 - a) Brand Name Medications AWP minus 12%
 - b) Generic Medications AWP minus 50%
 - c) OTC Medications AWP minus 33%
9. Reimburse PROVIDER for services delivered between the execution date of this Agreement and termination date of this contract. Said payment for services rendered shall be made within thirty (30) days following receipt of an invoice from the PROVIDER by the BOARD. It is further understood that funding for this Agreement is provided through the Tort Judgment Fund and that invoices are subject to approval by the BOARD.

IT IS FURTHER AGREED THAT:

1. This Agreement shall take effect on January 1st, 2017 and terminate on December 31st, 2017, unless terminated by either party in accordance with 14.a or b of this section.
2. No administrative practice of the Board shall unduly restrict or compromise the pharmaceutical judgement of the MCDF Pharmacist.
3. Nothing in this Agreement shall prevent the PROVIDER from engaging in pharmaceutical practices or services apart from those provided to the BOARD.
4. It is understood by both parties that the PROVIDER is a pharmacist licensed to practice pharmacy in the State of Illinois and is not an employee of the BOARD.
5. The PROVIDER is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the BOARD in so far as the manner and means of performing the services and obligations of the Agreement. However, the BOARD reserves the right to inspect the PROVIDER'S work and service during the performance of this Agreement to ensure that this Agreement is performed according to its terms.
6. In the event the BOARD'S equipment is used by the PROVIDER or any Subcontractor in the performance of the work called for by this Agreement, such machinery or equipment shall be considered as being under the sole custody and control of the PROVIDER during the period of such use by the PROVIDER or subcontractor.
7. The PROVIDER shall pay all current and applicable city, County, State and federal taxes, licenses, assessments, including federal excise taxes, including, without thereby limiting the foregoing, those required by the Federal Insurance Contributions Act and Federal and State Unemployment Tax Acts.
8. Parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
9. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. All relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected or set forth herein are incorporated herein by reference.
10. No waiver of any breach of this Agreement or any provision hereof shall constitute a waiver of any other or further breach of this Agreement or any provision hereof.
11. This Agreement may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
12. Administrative policy including but not limited to hiring, terminating, scheduling, supervising and evaluating all support personnel shall be determined by the BOARD and executed through staff.
13. All other provisions of employment shall be governed by the McLean County Personnel Policies and Procedures Ordinance as administered through the BOARD.

14. This AGREEMENT may be terminated for any of the following reasons:
 - a) At the request of the PROVIDER upon sixty days written notice.
 - b) At the request of the Board upon sixty days written notice.
15. This Agreement is severable, and the invalidity, or unenforceability, of any provision of this Agreement, or any party hereof, shall not render the remainder of this Agreement, invalid or unenforceable.
16. This Agreement may not be assigned or subcontracted by the MCDF Pharmacist to any other person or entity without the written consent of the Board.
17. This agreement shall be binding upon the parties hereto and upon the successors in interest, assigns, representatives and heirs of such parties.
18. It is understood by both parties that this Agreement remains in effect pursuant to an administrative agreement between the BOARD and will terminate in the event that this administrative agreement expires and is not renewed.
19. It is understood that the terms of this Agreement include all agreements made by the BOARD and the PROVIDER without regard to any oral conversations which may have taken place prior to the execution of the Agreement or subsequent hereto, and that any changes shall be made in writing and agreed to by both parties.
20. Parties agree that the foregoing and the attached document(s) (if any) constitute all of the Agreement between the parties and in witness thereof the parties have affixed their respective signature on the date first above noted.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in multiple originals on the date(s) written below:

William M. Martin, RPh
Merle Pharmacy No. 1, Inc.

Jon Sandage
McLean County Sheriff

APPROVED:

ATTEST:

John McIntyre, Chairman
McLean County Board

Kathy Michael, County Clerk
McLean County, Illinois

EXECUTIVE COMMITTEE:
Member Soeldner, Vice Chairman, presented the following:

PROJECT DEVELOPMENT AGREEMENT

This Project Development Agreement (the "Agreement") is dated December 31, 2016 and is between (i) Rivian Automotive LLC, RA Land Holdings LLC, and RA Plant Holdings LLC (collectively, "Company") and (ii) the following units of local government: the Town of Normal ("Town"), the County of McLean ("County"), Community Unit School District No. 5 ("Unit 5"), Community College District #540 ("Heartland Community College"), the Bloomington-Normal Water Reclamation District ("BNWRD"), and Bloomington Normal Airport Authority of McLean County ("Airport"), (collectively, as "Taxing Districts"). The Company and Taxing Districts are referred to individually as, "Party" and referred to collectively as, "Parties".

WHEREAS, the promise of financial assistance may make the difference in a company's decision regarding the location of a project or an expansion of an existing project.

WHEREAS, tax abatement is a versatile tool for providing financial assistance for attracting business projects.

WHEREAS, Pursuant to Illinois Statute 35 ILCS 200/18-165, any taxing district, upon a majority of the vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on commercial or industrial property.

WHEREAS, Mitsubishi Motors has ceased operation at its plant in Normal, Illinois and has sold the plant and related property ("Plant Property").

WHEREAS, the Plant Property is not currently used for manufacturing or any other industrial or commercial use.

WHEREAS, the Company is considering purchasing and investing in the Plant Property and using it for automotive and related manufacturing.

WHEREAS, the Taxing Districts each levy a property tax on the Plant Property.

WHEREAS, the Taxing Districts believe that manufacturing is the best use of the Plant Property.

WHEREAS, the Economic Development Council of the Bloomington-Normal Area, along with the Company, has asked for tax abatement on the part of the Taxing Districts, in support of the Company's investment in the Plant Property.

WHEREAS, the Town of Normal desires to further incent the Company to invest in the Plant Property by providing an additional cash grant and Property related services to the Company; and

WHEREAS, the Taxing Districts believe that the economic development impact of the Company's project will ultimately be advantageous to the community, as a whole, through capital investment and job growth, which will stimulate retail growth, sales-tax generation, diversification, and economic vitality; and

WHEREAS, the monetary incentives in this Agreement are conditioned upon the Company purchasing the Property and making certain investment in the Property as further set forth herein.

In consideration of the recitals and obligations in this Agreement, the Parties agree:

**Section One
Definitions**

1.01. Closing Date. "Closing Date" means the date on which the Company acquires the Property.

1.02. EDC. "EDC" means the Bloomington-Normal Economic Development Council.

1.03. Plant Improvements. "Plant Improvements" means any and all projects related to the construction, expansion, additions, renovation, or rehabilitation of or to the Property, while also including additions of capital machinery and equipment intended to be permanently installed in or on the Property. Such projects include, but are not limited to those involving, general

assembly, body shop operations, information systems infrastructure, quality control infrastructure, paint shop operations, and battery assembly. Information Systems Infrastructure is related to the development or improvement of communication, internet, control, and security systems within the Property. Quality Control Infrastructure is related to the development or improvement of quality control, testing, and other validation operations and procedures within the Property.

- 1.04. Project.** "Project" means all Company operations relating to automotive manufacturing on the Property.
- 1.05. Project Expenses.** "Project Expenses" means actual costs for Plant Improvements. "Project Expenses" does not include costs to acquire the Property, the cost of any interest on loans or other finance charges, or transfers made within the Company for the reimbursement of payments deemed as Project Expenses.
- 1.06. Property.** "Property" means the property described in Exhibit 1.
- 1.07. Property Taxes.** "Property Taxes" means property taxes that are levied on the Property under the provisions of the Illinois Property Tax Code in Illinois State Statute 35 ILCS 200/ for which the Company is obligated to pay as a result of its status as owner of the Property and/or purchaser of the Property.
- 1.08. Taxing District.** Taxing District means the Town, County, Unit 5, Heartland Community College, BNWRD, and the Airport.
- 1.09. Year.** "Year" means a period of 365 days.
- 1.10. Satisfactory Proof.** "Satisfactory Proof" means reasonable documentation required by the EDC, in its sole discretion, which demonstrates compliance with conditions stated in Section Two and Section Three of this Agreement.
- 1.11 Full Time Employee.** "Full Time Employee" shall mean any person working at the Property who is being paid by the Company for working no less than 35 hours per week.

Section Two Property Tax Abatement

2.01. Each Taxing District agrees to adopt an ordinance conditionally abating the following Property Taxes: (i) 2017 Property Taxes payable in 2018; (ii) 2018 Property Taxes payable in 2019; (iii) 2019 Property Taxes payable in 2020; (iv) 2020 Property Taxes payable in 2021; and (v) 2021 Property Taxes payable in 2022.

2.02. The Company agrees to invest not less than \$40,500,000 in and employ not less than 500 employees at the Property during the Project. The annual tax abatement under this Section is effective only if the following conditions are satisfied for the corresponding years:

(1) 2017 Property Taxes for the Property shall be abated in full if, prior to 12/31/2017, Company provides Satisfactory Proof of the total amount paid by the Company for the purchase of the Property, including all land, building and contents, and that the Company has invested \$500,000 in Project Expenses;

(2) 2018 Property Taxes the Property shall be abated in full if, prior to 12/31/2018, Company provides Satisfactory Proof that it has invested \$10,000,000 in Project Expenses and has a head count, as of 12/31/2018, of 35 Full Time Employees with an average weekly salary equal to or greater than the average weekly salary in McLean County as measured by the Bureau of Labor Statistics of the U.S. Department of Labor;

(3) 2019 Property Taxes for the Property shall be abated in full if, prior to 12/31/2019, Company provides Satisfactory Proof that it has invested \$22,000,000 in Project Expenses and has a head count, as of 12/31/2019, of 75 Full Time Employees with an average weekly salary equal to or greater than the average weekly salary in McLean County as measured by the Bureau of Labor Statistics of the U.S. Department of Labor;

(4) 2020 Property Taxes for the Property shall be abated in full if, prior to 12/31/2020, Company provides Satisfactory Proof that it has invested \$32,000,000 in Project Expenses and has a head count, as of 12/31/2020, of 300 Full Time Employees with an average weekly salary equal to or greater than the average weekly salary in McLean County as measured by the Bureau of Labor Statistics of the U.S. Department of Labor; and,

(5) 2021 Property Taxes for the Property shall be abated in full if, prior to 12/31/2021, Company provides Satisfactory Proof that it has invested \$40,500,000 in Project Expenses and has a head count, as of 12/31/2021, of 500 Full Time Employees

with an average weekly salary equal to or greater than the average weekly salary in McLean County as measured by the Bureau of Labor Statistics of the U.S. Department of Labor.

Section Three

Municipal Grant by the Town of Normal

- 3.01.** The Town is authorized and agrees to provide to the Company a municipal cash grant in a single, lump sum amount of \$1,000,000.
- 3.02.** The Company agrees to invest \$20,000,000 in Project Expenses within five (5) years after the Closing Date.
- 3.03.** The Town's obligation to pay the municipal cash grant becomes due upon the Company's demonstration of Satisfactory Proof that it has incurred at least \$20,000,000 of Project Expenses. The Town shall make payment of \$1,000,000 to Company within thirty (30) days of demonstration of Satisfactory Proof of Project Expenses. If the Company has not paid at least \$20,000,000 in Project Expenses within five (5) years after purchasing the Property, then the Town is not obligated to pay the Municipal Grant.

Section Four

Additional Services by the Town of Normal

- 4.01.** The Town agrees to provide the Company with additional services as provided in this Section.
- 4.02. Fee waiver.** The Town will waive all fees for building permits and all development fees associated with the Plant Improvements. This waiver begins on the Closing Date and continues for three (3) years.
- 4.03. Surface assessment.** The Town, through its engineers, will conduct an assessment of all exterior paved surfaces at the Property and will develop recommended repair and remediation alternatives to the Company. This assessment will include parking lots, storage lots, driveways, sidewalks, and walkways at the Plant site.
- 4.04. Supplemental security.** The Town will provide supplemental security for the Project in accordance with a service agreement to be negotiated under §4.07.
- 4.05. Snow removal.** The Town will remove snow from the driveways and essential employee parking areas of the Property. The snow removal services will not include the storage lot at the north end of the Property. The snow-removal services will be in accordance with a service agreement to be negotiated under §4.07.
- 4.06. Mowing and landscaping.** The Town will designate areas of the Property and will provide other landscaping services in accordance with a service agreement to be negotiated under §4.07.
- 4.07. Service agreement.** The services provided under Sections 4.04, 4.05, and 4.06 will be in accordance with a service agreement negotiated between the Town and Company. The service agreement will set forth the location and frequency of the services to be provided. The service agreement will provide that the services will be provided at no cost to the Company and that the services will continue for two (2) years after the Closing Date. The Town and the Company agree to negotiate this service agreement in good faith.

Section Five

Default and Remedies

- 5.01** Each of the following are default events ("Default Event") under this Agreement:
- (1) Breach by either party of any material covenant, warranty, or obligation set forth in this Agreement.
 - (2) The Company fails to comply with applicable governmental codes and regulations in relation to the construction of the Project in any material respect.
- 5.02. Curative period.** Any party asserting a default against another party shall deliver written notice to that party of the nature of the alleged default and shall demand performance. The party asserting default may resort to the remedies under Section

5.03 if, within sixty (60) days after the delivery of the default notice, the defaulting party has failed to cure the default in accordance with the demand set forth in the notice.

5.03. Remedies. If, within sixty (60) days after delivery of a default notice under Section 5.01, the defaulting party fails to cure the default in accordance with the demand for performance set forth in the notice, the demanding party, without further notice, may resort to any and all remedies available at law or in equity, including specific performance.

5.04. Cumulative remedies. The enumeration of remedies expressly conferred upon a party by this Agreement are cumulative with and not exclusive of any other remedy conferred by this Agreement or by law on that party, and the exercise of any one remedy does not preclude the exercise of any other.

5.05. Waivers. The parties may waive any provision in this Agreement only by a writing executed by the Party against whom the waiver is sought to be enforced. No failure or delay in exercising any right or remedy or in requiring the satisfaction of any condition under this Agreement, and no act, omission, or course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver, once given, is not be constructed as a waiver on any future occasion or against any other person.

5.06 Access to Satisfactory Proof. Any party to this agreement shall have reasonable access to the Satisfactory Proof provided to the EDC under Section 2.02.

Section Six General provisions

6.01. Choice of law; jurisdiction. This Agreement is to be governed by and construed in accordance with the law, but not the conflict of law rules, of the State of Illinois. This Agreement shall be construed without the aid of any rule of law requiring or permitting construction against the drafter of the contract. Any litigation filed against a party and involving this Agreement must be filed in the Circuit Court of McLean County, Illinois.

6.02. No personal liability of public official. No member, official, or employee of a unit of government is personally liable to the Company for any amount which may become due to the Company from the unit of government or any obligation under the terms of this Agreement.

6.03. Third parties. Nothing in this Agreement is intended to confer any right or remedy on any person other than the parties, nor is anything in this Agreement intended to affect or discharge any obligation or liability of any third persons to the parties, nor to give any such third person any right of action or subrogation against the parties.

6.04. No Assignment. This Agreement may not be assigned to a third party unrelated in ownership to the Company.

6.05. Amendments. This Agreement may be amended only by a written Agreement of the Parties that identifies itself as an amendment to this Agreement. The Town and the Company may agree to amend the provisions of Section Three or Section Four without the written Agreement of the remaining Parties.

6.06. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then the remaining provisions remain in full force if the essential terms and conditions of this Agreement for each party remain valid, binding and enforceable.

6.07. Integration. This Agreement supersedes all prior Agreements between the parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the Agreement between the parties with respect to the subject matter.

6.08. Term. The term of this Agreement begins on the date set forth in the introductory clause and expires six (6) years from the Closing Date.

6.09. Counterpart language. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

Signature Page

The Parties are signing this Agreement as of the date set forth in the introductory clause.

Rivian Automotive, LLC _____ Robert Joseph Scaringe CEO	RA Land Holdings, LLC _____ Robert Joseph Scaringe CEO
RA Plant Holdings, LLC _____ Robert Joseph Scaringe CEO	Town of Normal, Illinois _____ Christopher Koos President of the Board of Trustees
County of Mclean _____ John McIntyre Board Chairman	Community Unit School District Number 5 _____ [Name] [Title]
Community College District #540 _____ [Name] [Title]	Bloomington-Normal Water Reclamation District _____ [Name] [Title]
Bloomington Normal Airport Authority of McLean County _____ [Name] [Title]	

Attest:

Kathy Michael, Clerk of the County Board
County of McLean

Signature Page

The Parties are signing this Agreement as of the date set forth in the introductory clause.

Rivian Automotive, LLC _____ Robert Joseph Scaringe CEO	RA Land Holdings, LLC _____ Robert Joseph Scaringe CEO
RA Plant Holdings, LLC _____ Robert Joseph Scaringe CEO	Town of Normal, Illinois _____ Christopher Koos President of the Board of Trustees
County of McLean _____ John McIntyre Board Chairman	Community Unit School District Number 5 _____ [Name] [Title]
Community College District #540 _____ [Name] [Title]	Bloomington-Normal Water Reclamation District _____ [Name] [Title]
Bloomington Normal Airport Authority of McLean County _____ [Name] [Title]	

Attest:

Kathy Michael, Clerk of the County Board
County of McLean

EXHIBIT 1
LEGAL DESCRIPTION of PROPERTY

A PART OF LOT 1 IN DIAMOND-STAR CORPORATION SUBDIVISION, A SUBDIVISION OF A PART OF SECTION TWENTY-FIVE (25), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, AS SHOWN ON THE REVISED FINAL PLAT THEREOF RECORDED AS DOCUMENT #86-10295 IN THE MCLEAN COUNTY RECORDER'S OFFICE; A PART OF SAKURA LANE IN THE NORTH HALF OF SAID SECTION TWENTY-FIVE (25) AS VACATED BY DOCUMENT #88-7925 IN THE MCLEAN COUNTY RECORDER'S OFFICE; AND A PART OF LOTS 1 AND 2 IN NORFOLK AND WESTERN RAILWAY SUBDIVISION (N/K/A VOLTZ SUBDIVISION), A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SECTION TWENTY-FOUR (24), TOWNSHIP TWENTY-FOUR (24) NORTH, RANGE ONE (1) EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT #90-8837 IN THE MCLEAN COUNTY RECORDER'S OFFICE; SAID TRACTS OF LAND BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 25; THENCE SOUTH 00°-49'-12" EAST (BEARING BASED ON THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE 1201), ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, 41.00 FEET TO THE SOUTH LINE OF VACATED SAKURA LANE; THENCE SOUTH 89°-26'-37" EAST, ALONG SAID SOUTH LINE OF VACATED SAKURA LANE, 863.59 FEET; THENCE SOUTH 00°-57'-41" EAST, 4716.78 FEET; THENCE NORTH 89°-01'-02" EAST, 1073.30 FEET; THENCE NORTH 57°-02'-12" EAST, 187.54 FEET; THENCE NORTH 89°-04'-58" EAST, 245.76 FEET; THENCE SOUTH 42°-04'-47" EAST, 265.33 FEET; THENCE SOUTH 00°-41'-43" EAST, 392.00 FEET TO THE NORTH RIGHT OF WAY LINE OF COLLEGE AVENUE; THENCE IN A WESTERLY DIRECTION, ALONG SAID NORTH RIGHT OF WAY LINE, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1111.04 FEET FOR AN ARC DISTANCE 376.93 FEET, SAID CURVE BEING SUBTENDED BY A CHORD HAVING A BEARING OF SOUTH 80°-54'-22" WEST AND A LENGTH 375.13 FEET; THENCE NORTH 89°-27'-26" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 2153.95 FEET; THENCE NORTH 89°-36'-48" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, 2352.12 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. ROUTE 150; THENCE NORTH 41°-18'-20" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 154.38 FEET; THENCE NORTH 00°-56'-53" WEST, ALONG SAID EAST RIGHT OF WAY LINE, 4982.72 FEET; THENCE NORTH 34°-58'-36" EAST, ALONG SAID EAST RIGHT OF WAY LINE, 168.70 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAKURA LANE; THENCE SOUTH 89°-26'-05" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 1068.04 FEET TO THE SOUTHWEST CORNER OF THE RIGHT OF WAY VACATED BY DOCUMENT NO. 88-7925; THENCE NORTH 00°-50'-46" WEST, ALONG THE WEST LINE OF SAID VACATED RIGHT OF WAY, 41.00 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 25; THENCE SOUTH 89°-26'-05" EAST, ALONG SAID NORTH LINE, 80.14 FEET TO THE SOUTHWEST CORNER OF LOT 1 IN VOLTZ SUBDIVISION; THENCE NORTH 00°-31'-27" WEST, ALONG THE WEST LINE OF SAID LOT 1 IN VOLTZ SUBDIVISION, 801.19 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUING NORTH 00°-31'-27" WEST, ALONG SAID WEST LINE, 1776.23 FEET; THENCE SOUTH 41°-49'-20" EAST, 1820.15 FEET; THENCE SOUTH 47°-59'-45" WEST, 552.95 FEET TO THE EAST LINE OF SAID LOT 1 IN VOLTZ SUBDIVISION; THENCE SOUTH 00°-39'-59" EAST 858.73 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 IN VOLTZ SUBDIVISION AND THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 89°-26'-05" EAST, ALONG SAID SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 24, 425.10 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH A TRACT OF LAND BEING LOT 3 IN BOOZELL'S SUBDIVISION, A SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 24, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT #87-5102 AND LOT 6 OF A RE-SUBDIVISION OF LOTS 1 AND 2 IN BOOZELL'S SUBDIVISION OF A PART OF THE SOUTHWEST QUARTER OF SAID SECTION 24, AS SHOWN ON THE PLAT RECORDED AS DOCUMENT #89-270 IN THE MCLEAN COUNTY RECORDER'S OFFICE, SAID TRACT BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREMENTIONED POINT "A"; THENCE SOUTH 89°-32'-05" WEST, 100.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 6 AND THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED: FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89°-32'-05" WEST, ALONG THE SOUTH LINE OF SAID LOT 6, 1146.33 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. ROUTE 150; (THE FOLLOWING FIVE COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE OF U.S. ROUTE 150) THENCE NORTH 00°-28'-02" WEST, 382.37 FEET; THENCE NORTH 06°-36'-15" EAST, 481.93 FEET; THENCE NORTH 14°-36'-05" EAST, 486.99 FEET; THENCE NORTH 19°-40'-21" EAST, 427.31 FEET; THENCE NORTH 17°-01'-00" EAST, 169.66 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 24 AND THE NORTH LINE OF SAID LOT 3 IN BOOZELL'S SUBDIVISION; THENCE SOUTH 89°-36'-00" EAST, ALONG SAID NORTH LINE, 760.51 FEET TO THE NORTHEAST CORNER OF SAID LOT 3 AND THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24; THENCE SOUTH 00°-31'-27" EAST, ALONG THE EAST LINE OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 24, 1882.41 FEET TO THE POINT OF BEGINNING;

SAID TRACTS CONTAINING 508.036 ACRES, MORE OR LESS.

Members Soeldner/Segobiano moved the County Board approve a Request for Approval of a Resolution authorizing execution of a Property Tax Abatement and Economic Incentive Agreement with Rivian Automotive in connection with the location and operation of an Automobile Manufacturing Facility at the Former Mitsubishi Property in Normal, Illinois. - County Administrator's Office. Clerk Michael shows all Members present voting in favor of the motion. Motion carried.

(ii)

EXECUTIVE COMMITTEE:

Member Soeldner, Vice Chairman, presented the following:

A RESOLUTION OF THE McLEAN COUNTY BOARD
TO CONTINUE THE *RULES OF THE COUNTY BOARD OF McLEAN COUNTY*

WHEREAS, on December 28, 2015 the McLean County Board last amended and adopted the *Rules of the County Board of McLean County*; and,

WHEREAS, the *Rules of the County Board of McLean County* state that the adopted Rules shall remain in effect until the first Monday in December, 2016; and,

WHEREAS, the McLean County Board desires that the *Rules of the County Board of McLean County*, continue in effect until such time as the McLean County Board approves, amends, and/or rescinds the *Rules of the County Board of McLean County* by formal action of the McLean County Board; now, therefore,

BE IT RESOLVED by the McLean County Board as follows:

(1) The *Rules of the County Board of McLean County*, shall remain in effect until the first Monday in December 2018, or such time as the McLean County Board approves, amends, suspends and/or rescinds the *Rules of the County Board of McLean County* by formal action of the McLean County Board.


(2) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

(3) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLean County Board this 5th day of December, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board,
McLean County, Illinois


Chairman
McLean County Board

RESOLUTION OF THE McLEAN COUNTY BOARD
TO AMEND
THE RULES OF THE McLEAN COUNTY BOARD AS CONTAINED
WITHIN CHAPTER 20 OF THE McLEAN COUNTY CODE

WHEREAS, Section 2-1001 of the Counties Code prescribes regulations concerning notice for regular and special meetings of a County Board "in the manner provided pursuant to the rules of the county board;" and,

WHEREAS, at its organizational meeting of December 5, 2016, the County Board approved a resolution to approve and continue the Rules of the County Board of McLean County as previously written and adopted; and,

WHEREAS, the Rules of the McLean County Board are contained within Chapter 20 of the McLean County Code; and

WHEREAS, through various public meetings and communications, Members of the McLean County Board have expressed a desire to analyze and amend portions of the Rules of the County Board contained within Chapter 20 of the McLean County Code; and

WHEREAS, the Rules Sub-committee of the Executive Committee of the McLean County Board met on December 8, 2016 and recommended adopting the following change to the Rules of the McLean County Board contained in Chapter 20 of the McLean County Code, now, therefore

BE IT RESOLVED by the McLean County Board as follows:

(1) The Rules of the McLean County Board are amended as follows:

(Additions are indicated by text and stricken material by ~~text~~. *** denotes omitted text.)

CHAPTER 20 COUNTY BOARD

§20-11

A. Regular meetings. Regular meetings shall be held monthly on the third Tuesday of each month except when other meeting dates are designated. An annual schedule of meetings shall be published and made available to all members and other interested persons.

B. ***

C. Meeting time and place. All regular meetings of the Board shall commence at ~~9:00 a.m.~~ 7:00 p.m. unless otherwise agreed to by a majority of the members of the Board,

in a place designated by the Board Chair. All meetings of the Board and its committees shall be open to the public, except for limited purposes as specified by law.

D. ***.

(2) Said amendment shall remain in effect until the first Monday in December, 2018, or such time as the McLean County Board approves, amends, suspends and/or rescinds the Rules by formal action of the McLean County Board; and

(3) The County Clerk shall provide a copy of this Resolution to the County Administrator, the State's Attorney, and the First Civil Assistant State's Attorney.

(4) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLEAN COUNTY BOARD this 20th day of December, 2016.

ATTEST:

APPROVED:

Kathy Michael, Clerk of the Board of
McLean County

John D. McIntyre, Chairman of the
McLean County Board

Members Soeldner/Robustelli moved the County Board approve a Request for Approval of an Amendment to Chapter 20 of the McLean County Code, McLean County Board Rules - Rules Subcommittee (without recommendation of the Executive Committee). Clerk Michael shows the vote failed 7-12.

EXECUTIVE COMMITTEE:

Member Soeldner, Vice Chairman, presented the following:

**A RESOLUTION ESTABLISHING COUNTY BOARD MEETING DATES FOR
CALENDAR YEAR 2017**

WHEREAS, it is necessary each year that the regular meetings of the McLean County Board be established; and

WHEREAS, the Executive Committee has deemed it necessary and advisable to recommend establishing County Board meeting dates pursuant to 5ILCS 120/2.02; now, therefore,

BE IT RESOLVED by the McLean County Board, now in meeting in regular session, that:

(1) The regular monthly meetings of the County Board shall be in Room 400, Government Center, 115 East Washington Street, Bloomington, Illinois on the following dates at the following times in calendar year 2017:

Tuesday	January 17, 2017	9:00 a.m.
Tuesday	February 21, 2017	9:00 a.m.
Tuesday	March 21, 2017	9:00 a.m.
Tuesday	April 18, 2017	9:00 a.m.
Tuesday	May 16, 2017	9:00 a.m.
Tuesday	June 20, 2017	9:00 a.m.
Tuesday	July 18, 2017	9:00 a.m.
Tuesday	August 15, 2017	9:00 a.m.
Tuesday	September 19, 2017	9:00 a.m.
Tuesday	October 17, 2017	9:00 a.m.
Tuesday	November 21, 2017	9:00 a.m.
Tuesday	December 19, 2017	9:00 a.m.

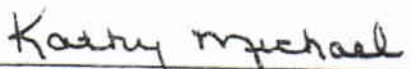
(2) That a copy of this Resolution shall be posted in the County Administrator's Office, in the lobby of the Law and Justice Center, in the lobby of the Government Center, McLean County Nursing Home, County Highway Department, Sheriff's Department, Fairview Building, Juvenile Detention Center, 200 W. Front Street Building and on the County website at www.mcleancountyil.gov.

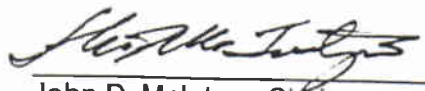
(3) That the County Clerk shall forward a certified copy of this Resolution to the County Administrator and the First Civil Assistant State's Attorney

ADOPTED by the County Board of McLean County, Illinois this 20th day of December, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the County Board
McLean County


John D. McIntyre, Chairman
McLean County Board

Members Soeldner/Murphy moved the County Board approve a Request for Approval of a Resolution Establishing County Board meeting dates for Calendar Year 2017 - County Administrator's Office. Clerk Michael shows all members present voting in favor of the motion. Motion carried.

AMENDMENT TO THE EMPLOYMENT AGREEMENT

BETWEEN THE COUNTY OF MCLEAN, ILLINOIS AND WILLIAM R. WASSON

Section 2. Term

- A. It is mutually understood and agreed between the parties that the employment relationship herein created is terminable at will and nothing in this Agreement shall prevent, limit or otherwise interfere with the right and authority of the Employer to terminate the services of Employee at any time. In the event the Employer terminates the employment of Employee, the provisions set forth in Section 4, paragraphs A and B shall apply to the extent said provisions are applicable to the facts in existence at the time of termination.
- B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee, at any time, to resign from his position with Employer. In the event Employee resigns his position as the County Administrator, the provisions set forth in Section 4, paragraph C of this Agreement shall apply as applicable.
- C. The terms of this Agreement shall be effective through to and including May 31, 2017. May 31, 2018. In the event the County Board does not give prior written notice of its intent not to renew this Agreement within sixty days of May 31, 2017 May 31, 2018, this Agreement shall continue and be extended on the same terms and conditions as herein provided, all for an additional period of two-one years. The parties specifically understand this paragraph relates to the term of this written document; and the use of the word "termination" in ' this paragraph only relates to the continuation of the terms of this written document and not to the continuation or discontinuation of the Employer/Employee relationship which may extend beyond May 31, 2017 May 31, 2018 under a successor written Agreement.
- D. Employee agrees to remain in the exclusive employ of the Employer until May 31, 2017 May 31, 2018, and Employee shall not accept compensation for other employment unless or until the instant employment relationship is terminated by the Employer or the Employee resigns. It is mutually understood that nothing in this paragraph shall prohibit occasional teaching, writing or consulting activities of the Employee performed on the Employee's own time or to periodic military reserve service and to the extent such other activities (except military service) do not intrude upon the Employee's ability to fully perform the services reasonably expected of him as th County Administrator.

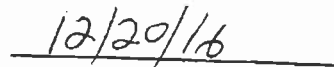
____ All other portions of the agreement remain effective through the expiration of the amended agreement.



William R. Wasson



John McIntyre, Chair



Date

Members Soeldner/Schafer moved the County Board approve a Request to approve of an amendment to the Employment Agreement between McLean County and County Administrator. (To be distributed). Clerk Michael shows all Members present voting in favor of the motion. Motion carried.



COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372

104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550

903 N. Main Street, Normal IL, 61761

TO: Honorable Members of the Justice Committee
CC: Mr. Bill Wasson - County Administrator
Ms. Hannah Eisner-Assistant County Administrator
Chief Judge Kevin P. Fitzgerald

From: Cassy Taylor

Date: November 23, 2016

Re: Budget Amendment-General Fund

Attached, please find a budget amendment requesting the ability to move \$2,500.00 out of Overtime Employee line item 0526.0001 item to the seasonal occasional line item 0516.0001. This amount will cover costs in 2016 due to the resignation of an employee, one on maternity leave and a medical leave..

I will be available at the Justice Committee meeting on Tuesday, December 6th to answer any questions you may have.

Thank you!

COVER PAGE

PROGRAM TITLE:	McLean County ARI	
AGREEMENT NUMBER:	197012	
PREVIOUS AGREEMENT NUMBER(S):	09051.12, 193012, 194012, 195012, 196012	
ESTIMATED START DATE:	November 1, 2016	
SOURCES OF PROGRAM FUNDING:	Awarded	Budgeted
<i>Funds: SFY 2017</i>	\$ 89,610	59,270
<i>Matching Funds:</i>	\$ 0	
<i>Over-Matching Funds:</i>	\$ 0	
Total:	\$ 89,610	59,270
IMPLEMENTING AGENCY'S NAME:	McLean County	
ADDRESS (This address must be the physical address that is registered with SAM and include nine digit zip code):	115 E Washington, Room 401 Bloomington, IL 61702-2400	
IMPLEMENTING AGENCY'S AUTHORIZED OFFICIAL:	John McIntyre	
TITLE:	County Board Chair	
FEDERAL EMPLOYER IDENTIFICATION NUMBER:	37-6001569	
IMPLEMENTING AGENCY'S DUNS NUMBER:	057428943	
IMPLEMENTING AGENCY'S SAM REGISTRATION EXPIRATION DATE:	09/29/2017	
IMPLEMENTING AGENCY'S CAGE CODE:	62SR1	
IMPLEMENTING AGENCY'S FINANCIAL OFFICER:	Rebecca McNeil	
TITLE:	Treasurer	
TELEPHONE:	309-888-5180	
PROGRAM AGENCY'S NAME: Mark n/a if anything is the same as the Implementing Agency.	Court Services	
PROGRAM AGENCY'S MAILING ADDRESS (If the same as above mark "N/A"):	104 W Front Street Bloomington, IL 61701	
PROGRAM AGENCY'S AUTHORIZED OFFICIAL:	Kevin Fitzgerald	
TITLE:	Chief Judge of the Eleventh Judicial Circuit	
PROGRAM AGENCY'S DUNS NUMBER:	075597187	
PROGRAM AGENCY'S SAM REGISTRATION EXPIRATION DATE:	12/20/16	
PROGRAM AGENCY'S CAGE CODE:	47UN3	
FISCAL CONTACT PERSON:	Cassy Taylor	
AGENCY:	Court Services	
TITLE:	Director	
TELEPHONE:	309-888-5595	

FAX:	309-888-5434
E-MAIL:	cassy.taylor@mcleancountyil.gov
PROGRAM CONTACT PERSON:	Clint Wright
TITLE:	IPS Supervisor
TELEPHONE:	309-888-5360
FAX:	309-888-5434
E-MAIL:	clinton.wright@mcleancountyil.gov
IMPLEMENTING AGENCY'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code registered with SAM. The district can be located by using this link.):	Congressional District: 18 State Senate District: 53 State Representative District: 105
PRIMARY AREA OF PERFORMANCE (This should be either the Program Agency's office or the location where a majority of the grant activity takes place. A street address does not need to be provided, but please list city, state and nine digit zip code.):	Bloomington, IL 61701-5005
PRIMARY AREA OF PERFORMANCE'S LEGISLATIVE DISTRICT (This must be based on the nine digit zip code listed above. The district can be located by using this link.):	Congressional District: 13 State Senate District: 44 State Representative District: 88
Question 1) Are more than 80% of the Program Agency's revenue from the federal government?:	No
Question 2) Are the Program Agency's federal revenue more than \$25,000,000?:	No
Question 3) Are the Program Agency's top five compensated officers' compensation <u>not</u> available through the Securities and Exchange Commission or the Internal Revenue Service?:	No
If the answer to all of the three above questions is yes, then please list the five highest compensated officers and their compensation.	
NAME	COMPENSATION

JUSTICE COMMITTEE:
Member Gordon, presented the following:

*McLean County on behalf of McLean County Court Services
McLean County Adult Redeploy Illinois
Agreement #197012*

**INTERAGENCY AGREEMENT
ADULT REDEPLOY ILLINOIS**

This interagency agreement is entered into by the Illinois Criminal Justice Information Authority, with its offices at 300 W. Adams, Chicago, Illinois 60606, hereinafter referred to as the "Authority," and the McLean County on behalf of the McLean County Court Services, hereinafter referred to as the "Implementing Agency," with its principal offices at Government CTR 115 E Washington RM 101 Bloomington, Illinois 61701-4089, for implementation of the McLean County Adult Redeploy Illinois Program.

WHEREAS, pursuant to the Crime Reduction Act which provides financial incentives to local jurisdictions for programs that allow diversion of non-violent offenders from state prisons by providing community-based services through the Adult Redeploy Illinois (ARI);

WHEREAS, the General Assembly has obligated funds for the ARI program to provide financial incentives to local jurisdictions through the Authority on behalf of the Adult Redeploy Illinois Oversight Board;

WHEREAS, pursuant to the Authority's rules entitled "Operating Procedures for the Administration of Non-Federal Funds," (20 Illinois Administrative Code 1560 et seq.); and

WHEREAS, the Authority designated the Implementing Agency to receive funds for the purpose of implementing a program to address one of the named areas;

NOW, THEREFORE, BE IT AGREED by and between the Authority and the Implementing Agency as follows:

SECTION 1. DEFINITIONS

"Program": means a plan set out in a Program Description that identifies and proposes to address problems related to one of the named areas and that contains a statement of objectives, strategies for achieving those objectives, and a method for assessing the effectiveness of those strategies.

SECTION 2. PERIOD OF PERFORMANCE AND COSTS INCURRED

The period of performance of this agreement shall be from November 1, 2016 through June 30, 2017.

Costs incurred before the execution date of this agreement may be charged to this agreement if included in Exhibit B, incurred during the period of performance, and the Implementing Agency performed in accordance with the terms and conditions of this agreement.

The Authority shall not be responsible for costs incurred before or after the period of performance of this agreement.

SECTION 3. COMMENCEMENT OF PERFORMANCE

If performance has not commenced within 60 days of the starting date of this agreement, the Implementing Agency

*ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Last Updated on June 7, 2016
Federal and State Grants Unit
1*

agrees to report by letter to the Authority the steps taken to initiate the program, the reasons for the delay, and the expected starting date.

If the program is not operational within 90 days of the starting date of this agreement, the Implementing Agency agrees to submit a second letter to the Authority explaining the implementation delay. The Authority may at its discretion either cancel this agreement or extend the implementation date of the program past the 90-day period.

If the program is interrupted for more than 30 days after commencement, due to loss of staff or any other reason, the Implementing Agency agrees to notify the Authority in writing explaining the reasons for the interruption and the steps being taken to resume operation of the program. The Authority may, at its discretion, reduce the amount of funds awarded and/or terminate this agreement if the program is interrupted for more than 90 days.

If this agreement is terminated due to this section, the Authority will only pay for those services rendered as of the date service delivery ceased. Any funds advanced to the Implementing Agency and not expended as of that date shall be repaid to the Authority upon notification by the Authority.

SECTION 4. PAYMENT

The Authority agrees to make payment to the Implementing Agency for the administration and implementation of the program described in Exhibit A. Upon receipt of the fiscal and progress reports described in Section 9 of this agreement, monthly payments will be made to the Implementing Agency. No payment will be made until all outstanding reports are received by the Authority, including outstanding reports from previously funded Authority programs. In addition, due to the unique requirements of the program being funded, the Implementing Agency may request that an advance payment be made during any quarter and must include supporting documentation with the request. Requests for advance payment are subject to review and approval. No payment will be made to an Implementing Agency unless and until the Implementing Agency is in full compliance with applicable State and federal laws and the terms and conditions of this agreement.

Subject to the terms of Section 8 the maximum amount of ARI funds payable under this agreement is \$89,610.00 and is dependent on the performance of the Implementing Agency in accordance with the terms and conditions of this agreement.

The Implementing Agency must provide for the deposit of ARI funds into a bank account in the name of the Implementing Agency. ARI funds shall be immediately deposited into such bank account. The Implementing Agency may deposit such funds into an account separate from any of its other bank accounts, or treat such funds as a separate line items per its budget and audited financial statements. If the Implementing Agency receives more than one award from the Authority, the Implementing Agency shall ensure that the ARI funds for each award are accounted for separately.

SECTION 5. PROGRAM DESCRIPTION AND BUDGET

The Implementing Agency agrees to undertake and perform in a satisfactory manner in accordance with the terms and conditions of this agreement, the program described in the Program Description attached and incorporated as Exhibit A and the Budget attached and incorporated as Exhibit B.

SECTION 6. EXHIBITS

The documents appended are made a part of this agreement as exhibits. The Implementing Agency shall perform the services subject to this agreement in accordance with all terms, conditions, and provisions set forth in such exhibits.

SECTION 7. NON-SUPPLANTATION

The Implementing Agency certifies that ARI funds made available under this agreement will not be used to supplant/replace State or local funds that would otherwise be made available to the Implementing Agency for purposes related to this program. The Implementing Agency certifies that ARI funds made available under this agreement will be used to supplement/increase existing funds for such purposes.

SECTION 8. OBLIGATIONAL LIMITATION

This agreement is contingent upon and subject to the availability of funds. The Authority, at its sole option, may terminate or suspend this agreement, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Authority's funding by reserving some or all of the Authority's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Authority determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Implementing Entity will be notified in writing of the failure of appropriation or of a reduction or decrease.

SECTION 9. REPORTING AND EVALUATION REQUIREMENTS

The Implementing Agency shall submit the following reports to the Authority on a quarterly basis, with quarters beginning at the start of the calendar year, by the 15th day of each month following the previous quarter:

- progress reports for the preceding quarter relevant to the performance indicators listed in Exhibit A;
- and any other reports specified by the Authority.

In addition, the Implementing Agency shall submit fiscal reports to the Authority on a monthly basis, by the 5th day of each month following the previous month.

The Implementing Agency is further required to submit a final financial status report following termination of the program, the content and form of which will be determined by the Executive Director of the Authority.

The Implementing Agency agrees to comply with the Authority's request for information related to an evaluation of program. The Implementing Agency agrees to report any additional information required by the Executive Director of the Authority.

SECTION 10. MAINTENANCE OF RECORDS

The Implementing Agency agrees to retain financial and program records for a minimum of 3 years after the expiration date of this agreement, or 3 years after closure of Implementing Agency's most recent audit report, whichever is later. The Implementing Agency shall maintain, for this 3-year period, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this agreement; the agreement and all books, records, and supporting documents related to the agreement shall be available for review and audit by the Auditor General, the Authority, or any person duly authorized by the Authority; and the Implementing Agency agrees to cooperate fully with any audit conducted by the Auditor General, the Authority or any person duly authorized by the Authority, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the agreement for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit, review, or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until the completion of the action and resolution of all issues that arise from it or until the end of the regular 3-year period, whichever is later.

SECTION 11. INSPECTION AND AUDIT

If the Implementing Agency is required either by federal or state law or regulation to have an audit performed, then the Implementing Agency shall provide copies of such audits to the Authority no later than 9 months after the close of the Implementing Agency's audit period.

Known or suspected violations of any law encountered during audits, including fraud, theft, embezzlement, forgery, or other serious irregularities, must be immediately communicated to the Authority and appropriate State, and local law enforcement officials.

The Implementing Agency agrees to develop and maintain a record-keeping system to document all agreement related activities and expenditures. These records will act as the original source material for compilation of the data required in Section 11 and all other program activity.

The Authority, the Illinois Auditor General and the Illinois Attorney General shall have access for purposes of monitoring, audit and examination to all relevant books, documents, papers, and records of the Implementing Agency, and to relevant books, documents, papers and records of subcontractors.

SECTION 12. CLOSEOUT REQUIREMENTS

Within 30 days of the expiration date of this agreement or any approved extension thereof the following documents must be submitted by the Implementing Agency to the Authority: (a) final financial status report; (b) final progress reports; (c) property inventory report; (d) any refund of unexpended funds and (e) other documents required by the Authority.

SECTION 13. PROCUREMENT STANDARDS

All procurement transactions shall be conducted by the Implementing Agency in a manner to provide, to the maximum extent practicable, open and free competition. Procurement transactions include the purchasing of equipment, commodities, goods and services. Procurement transactions do not include the making of sub-grants. Implementing Agencies may use their own procurement regulations which reflect State and local law, rules, and regulations, provided that all procurements made with ARI funds minimally adhere to standards established by the Illinois Procurement Code (30 ILCS 550).

If the Implementing Agency's established procurement process is less competitive than the following requirements, the following more competitive requirements must be adhered to in lieu of the Implementing Agency's procurement process.

- For procurements of \$100,000 or less, the Implementing Agency is encouraged to formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process. If this is not possible, the Implementing Agency must solicit quotes or bids from at least three sources.
- For procurements over \$100,000, the Implementing Agency must formally advertise the proposed procurement through an Invitation for Bids (IFB), or a Request for Proposals (RFP) process.

SECTION 14. SUBCONTRACTING

The use of subcontractors for any work or professional services that involves the use of ARI funds is subject to Authority approval. As required by the Authority, the Implementing Agency shall submit documentation regarding contracts to be funded with ARI funds for Authority review and approval, to assure adherence to applicable guidelines.

If the use of subcontractors is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all subcontractors adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any subcontractor.

SECTION 15. SUB-GRANTING

Any sub-grant for work or professional services for providing direct services to ARI program participants subcontracted for shall be specified by written grant contract in a form provided by the Authority and shall be subject to all terms and conditions contained in this agreement. If the use of sub-grantees is approved by the Authority, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is subcontracted as fully and completely as the Implementing Agency is bound and obligated. The Implementing Agency shall make reasonable efforts to assure that all sub-grantees adhere to the terms and conditions of this agreement. The Authority shall not be responsible for the performance, acts or omissions of any sub-grantees.

The Implementing Agency shall enter into, manage, and monitor all sub-grants including maintaining a system for subcontractors to report fiscal and program activities. Approval of the use of sub-grants by the Authority does not

relieve the Implementing Agency of its obligation to assure performance under this agreement.

SECTION 16. NONDISCRIMINATION

The Implementing Agency agrees that no person shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment or denied access to services, programs, or activities funded under this agreement on the basis of race, color, age, religion, national origin, physical or mental handicap not related to ability, unfavorable discharge from military service, or sex. The Implementing Entity agrees to have written sexual harassment policies which satisfy the requirements set forth in Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/2-105). The Implementing Entity also assures, when applicable, compliance with all federal and state laws and regulations, including, but not limited to:

- Title VII of the Civil Rights Act of 1964;
- Section 504 of the Rehabilitation Act of 1973, as amended;
- Title IX of the Education Amendments of 1972;
- The Age Discrimination Act of 1975;
- The Americans With Disabilities Act of 1990;
- The Department of Justice Nondiscrimination Regulations, 28 CFR Part 42, subparts C,D,E, and G;
- The Illinois Human Rights Act, (775 ILCS 5);
- The Illinois Environmental Barriers Act, (410 ILCS 25); and
- The Discriminatory Club Dues Act (775 ILCS 25)

SECTION 17. DISCLOSURE OF SOLICITATION FOR EMPLOYMENT

Implementing Agency shall notify the Authority's Ethics Officer if the Implementing Entity solicits or intends to solicit for employment any of the Authority's employees during the term of this agreement.

SECTION 18. CERTIFICATION REGARDING DEBARMENT

Implementing Agency certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4).

SECTION 19. ASSIGNMENT

The Implementing Agency shall make no assignment or transfer of this agreement, any subcontract under this agreement or of any of the monies due hereunder without prior written approval of the Authority. In the event that

the Authority approves such an assignment or transfer, the terms and conditions of this agreement shall apply to and bind the party or parties to whom such work is assigned or transferred as fully and completely as the Implementing Agency is bound and obligated.

SECTION 20. INDEPENDENT CONTRACTOR

The Implementing Agency, in the performance of this agreement, shall act as an independent contractor and not as an agent or employee of the Authority. The Authority shall not be responsible for the performance, acts or omissions of the Implementing Agency. The Implementing Agency shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the Authority harmless for all claims, suits, judgments and damages arising from the performance of this agreement, to the extent permitted by law.

SECTION 21. DRUG FREE WORKPLACE CERTIFICATION

If the Implementing Agency has 25 or more employees and is receiving \$5,000 or more under this agreement, the Implementing Agency certifies that it provides, and will continue to provide, a drug free workplace in accordance with the Drug Free Workplace Act (30 ILCS 580).

The Act requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

- (b) Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the grantee's or contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation, and employee assistance program; and
 - (4) the penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by section 580/5 of the Drug Free Workplace Act.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- (g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

SECTION 22. STATEMENTS, PRESS RELEASES, ETC.

When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with ARI funds, the Implementing Agency shall clearly state (1) the percentage of the total cost of the program or project which will be financed with funding under this agreement, and (2) the dollar amount of funding under this agreement for the project or program.

SECTION 23. COPYRIGHTS, PATENTS

If this agreement results in a copyright, the Authority reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes, the work or the copyright to any work developed under this agreement and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support.

If this agreement results in the production of patentable items, patent rights, processes, or inventions, the Implementing Agency shall immediately notify the Authority. The Authority will provide the Implementing Agency with further instruction on whether protection on the item will be sought and how the rights in the item will be

allocated and administered in order to protect the public interest, in accordance with federal guidelines.

SECTION 24. PUBLICATIONS

The Implementing Agency shall submit to the Authority for review, a draft of any publication that will be issued by the Implementing Agency describing or resulting from programs or projects funded in whole or in part with ARI funds , no later than 60 days prior to its printing.

The Authority reserves the right to require the resubmission of any publication for additional review and comment, prior to its printing.

The Implementing Agency shall submit to the Authority, copies, the number of which will be specified by the Authority, of the final publication no later than 20 days prior to release of the final publication.

Exceptions to the above publication requirements may be granted upon prior Authority approval.

Any such publication shall contain the following statement:

"This project was supported by grant from the Illinois Criminal Justice Information Authority. Points of view or opinions contained within this document are those of the author and do not necessarily represent the official position or policies of the State of Illinois, or the Illinois Criminal Justice Information Authority."

These publication requirements pertain to any written, visual or sound publication, but are inapplicable to press releases, newsletters and issue analyses.

SECTION 25. FEDERAL TAXPAYER IDENTIFICATION NUMBER

Under penalties of perjury, the Implementing Agency certifies that the name, correct taxpayer identification number, and legal status listed below are correct:

Name: County of McLean

Taxpayer Identification Number:

Employer Identification Number 37-6001569

(Enter the name of the entity as used to apply for the entity's EIN and the EIN.)

Legal Status (check one):

☐ Individual

☐ Nonresident Alien

☐ Sole Proprietorship

☐ Tax Exempt

☐ Partnership/Legal Corporation

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY

Last Updated on June 7, 2016

Federal and State Grants Unit

<input type="checkbox"/> Corporation providing or billing medical and/or healthcare services	<input type="checkbox"/> Corporation NOT providing or billing medical and or healthcare services
<input checked="" type="checkbox"/> Government	<input type="checkbox"/> Pharmacy (non-corporate)
<input type="checkbox"/> Estate or Trust	<input type="checkbox"/> Non-profit Corporation/ Tax Exempt
<input type="checkbox"/> Non-profit Corporation/ Non-Tax Exempt	<input type="checkbox"/> Other (Specify) _____

SECTION 26. RENEGOTIATION, MODIFICATION, OR AMENDMENT OF THE INTERAGENCY AGREEMENT

No alteration, variation, modification, termination, addition to or waiver of any provisions of this agreement shall be valid or binding unless in writing, and signed by the parties. For purposes of modification of this agreement which do not involve increases or decreases in funding, the signature of one representative of the Implementing Agency is sufficient. The parties agree to renegotiate, modify, or amend this agreement to ensure continued consistency with federal and State laws, and regulations.

SECTION 27. INTEGRATION

This document and the exhibits, amendments, and items incorporated by reference constitute the entire agreement between the parties pertaining to the subject matter of this agreement and supersede all prior and contemporaneous agreements and understandings of the parties, oral or written, which are not fully expressed herein. No alleged covenant, representation, or condition not expressed in this agreement shall affect or be effective to interpret, change or restrict the express provisions of this agreement.

SECTION 28. SEVERABILITY

If any term or provision of this agreement is held invalid, unenforceable, voidable or void, that term or provision shall not affect the other terms or provisions of this agreement which can be given effect without the invalid term or provision.

SECTION 29. TERMINATION OR SUSPENSION OF THE INTERAGENCY AGREEMENT

The Executive Director of the Authority, in accordance with the Authority's Operating Procedures for the Administration of Non-Federal Funds, may suspend or terminate performance of this agreement for nonconformance with any State or federal law or regulation, with such guidelines as specified in this section, or with the terms or conditions of this agreement.

SECTION 30. FAILURE TO FILE IN A TIMELY FASHION.

In order to preclude the possibility of lapsing of funding, the Authority is requiring the timely filing of all required reports. Reports shall include but are not limited to, monthly fiscal reports, quarterly progress reports and all reports included in the closeout materials. Monthly fiscal reports are due no later than the 5th of each month. The quarterly

progress reports are due not more than 15 days after the end of the quarter, unless another reporting schedule has been required or approved by the Authority. The final date for submission for all of the closeout material reports is 15 days after the end of the grant period.

Failure to meet the reporting dates established for the particular reports shall result in the "freezing" of all funds. The frozen funds shall not be limited to a particular grant that is delinquent, but all ARI grant funds that the Implementing Agency has with the Authority shall be frozen. Funds will be released following the completion of all the reporting requirements.

SECTION 31. REPORTING GRANT IRREGULARITIES

The Implementing Agency shall promptly notify the Authority through their Grant Monitor when an allegation is made, or the Implementing Agency otherwise receives information, reasonably tending to show the possible existence of any irregularities or illegal acts in the administration of grant funds. The Authority, per its agency policy, shall determine the reasonableness of the allegation of the irregularities or illegal action and determine the appropriate course of action. Possible actions would include conducting an internal audit or other investigation or contacting the proper authorities. Illegal acts and irregularities shall include but are not limited to such matters as conflicts of interest, falsification of records or reports both data, fiscal and programmatic, and the misappropriation of funds or other assets.

The Implementing Agency shall inform any sub-recipient of the Authority's grant funds that the sub-recipient is similarly obligated to report irregularities and the Implementing Agency shall provide a copy of the Authority's policy to any sub-recipient. A copy of the Authority's policy is available on the web at <http://www.icjia.state.il.us/public/>.

Failure to report known irregularities can result in suspension of the Interagency Agreement or other remedial action. In addition, if the implementing agency's auditor or other staff becomes aware of any possible illegal acts or other irregularities prompt notice shall be given to the Implementing Agency's director. The Implementing Agency, in turn, shall promptly notify the Authority as described above of the possible illegal acts or irregularities. If the possible misconduct involves the Implementing Agency's director, the Implementing Agency staff member shall provide prompt notice directly to the Authority.

In addition, the Authority, if in its judgment there is a reasonable allegation of irregularity or illegal act, shall inform state and local law enforcement agencies or prosecuting authorities, as appropriate, of any known violations of the law within their respective area of jurisdiction.

The reporting of any irregularities, illegal acts and the proposed or actual corrective action shall be reported to the Authority at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 32. REPORTING POTENTIAL FRAUD, WASTE OR SIMILAR MISCONDUCT.

The Implementing Agency shall promptly refer to the Authority, via their assigned Grant Monitor, and the any credible evidence that a principal, employee, agent, contractor, subcontractor, or subgrantee has either submitted a false claim for grant funds t or committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity or similar misconduct involving grant funds.

Potential fraud, waste, abuse or misconduct shall be reported to the Authority by mail at:

Illinois Criminal Justice Information Authority
Attn: Grant Monitor
300 W. Adams Suite 200
Chicago, IL 60606

Phone: 312- 793-8550

SECTION 33. INTERNATIONAL ANTI-BOYCOTT CERTIFICATION

The Implementing Entity certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

SECTION 34. SEXUAL HARASSMENT POLICIES

The Implementing Agency agrees to establish and maintain written sexual harassment policies that shall include, at a minimum, the following information:

- 1) The illegality of sexual harassment;
- 2) The definition of sexual harassment under State law;
- 3) A description of sexual harassment, utilizing examples;
- 4) The Implementing Agency's internal complaint process including penalties;
- 5) The legal recourse, investigative and complaint process available through the Department of Human Rights and the Commission;
- 6) Directions on how to contact Department of Human Rights and the Commission; and
- 7) Protections against retaliation as provided by the Human Rights Act. 775 ILCS 5/6-101

SECTION 35. USE OF FUNDS

Implementing Agency certifies that it, and its subcontractors, shall use ARI funds for only allowable services, activities and costs, as described in Exhibit A.

The Implementing Agency certifies that only those costs listed in Exhibit B shall be paid pursuant to this agreement.

Implementing Agency understands the payment of funds shall be withheld until such certifications are received by the Authority.

SECTION 36. TRANSPARENCY ACT COMPLIANCE

The Implementing Agency and Program Agency agree to comply with any and all requirements of 2 C.F.R. §33.200 that are imposed on recipients of federal funds by the Federal Funding Accountability and Transparency Act of 2006. The Implementing Agency and Program Agency agree to comply with the following:

a) To acquire and use a DUNS (Data Universal Numbering System) number. The DUNS number shall be procured from Dun and Bradstreet, Inc online at www.dunandbradstreet.com or by calling 1-866-705-5711.

Implementing Agency's DUNS Number: 057428943

b) To maintain a current registration in the System for Award Management (SAM) database. The Implementing Agency must update or renew their SAM registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.sam.gov.

The Implementing Agency's SAM registration is valid until: 09/29/2017

c) Shall provide the Authority with their Commercial And Government Entity (CAGE) Code. The CAGE Code request process is incorporated into the CCR registration.

Implementing Agency's CAGE Code: 62SR1

d) The Implementing Agency and Program Agency further agree that all agreements entered into with subgrantees or contractors, shall require compliance by the subgrantee or contractor with the Federal Funding Accountability and Transparency Act of 2006 and all requirements of 2 C.F.R. §33.200 including obtaining a DUNS number and maintaining registration with the CCR. The acquisition of a DUNS number and registration with the CCR database is not required of subgrantees and contractors who are individuals.

e) The Implementing Agency shall provide the Authority with completed "Addendums to Agreements" for all subgrantees and subcontractors. Copies of blank Addendums to the Agreement are available from your grant monitor.

SECTION 37. PENALTY FOR FAILURE TO DIVERT

Under the Adult Redeploy Illinois enabling statute, any Implementing Agency not meeting its required reduction shall be assessed a penalty. The Adult Redeploy Illinois Oversight Board (ARIOB) has set the maximum penalty at one half the marginal cost of incarceration (current maximum penalty is \$2,500). The amount of the penalty assessed will be left to the discretion of the ARIOB but the Board shall take into consideration factors affecting the Implementing Agency's ability to meet the required reduction, including whether the failure to meet the reduction was beyond the control of the jurisdiction or other extenuating or mitigating circumstances.

SECTION 38. EXPENDITURE EVALUATION

The Authority shall evaluate the amount of unexpended funds remaining and the maximum amount of funds needed to continue the grant. Based on this evaluation, the Authority, at its sole discretion, may reduce the grant award by an amount it deems appropriate.

SECTION 39. CORRECTIVE ACTION PLAN FOR SITES AT RISK OF NOT MEETING REDUCTION GOALS

At the end of each quarter, staff from the site and the Authority will (1) do a formal review of the number of individuals diverted from the Illinois Department of Corrections (using the site's and IDOC's data) and (2) assess whether the number conforms with the site's approved plan in order to achieve the annual 25% reduction included in the plan.

If either site or the Authority believes that it will not, they shall bring the issue to the next meeting of the Oversight Board (or within the first month of the next quarter, whichever is sooner) with a plan for remediation, designed to avert a penalty charge to the site. The site may choose to send its representatives to the Board meeting to explain the plan, and the Board shall act on the plan immediately upon its receipt.

Should the Board not accept the plan, the site will have the opportunity to modify the plan or withdraw from the program by the next Board meeting (or the second month of the quarter, whichever is sooner). Should the site accept the corrective action plan, the plan shall include a schedule for reporting on the progress of the plan, with regular reports at least once a quarter to the Board, until such time as the Board agrees that the corrective action plan has been successfully implemented.

SECTION 40. PARTICIPANT RISK ASSESSMENT LEVELS

At the end of each quarter, staff from the site and the Authority will do a formal review of the risk assessment scores of all participants currently in the program. If the following threshold is not met, the Authority may initiate (1) training or technical assistance and/or (2) corrective action plan.

Threshold: 80% of incoming participants will have moderate to high-risk assessment scores by June 30, 2016. The threshold seeks to ensure that Adult Redeploy Illinois programs are serving a moderate to high-risk prison-bound population.

Threshold means the aggregate minimum risk assessment scores, based on the local county standards, for participant risk levels to meet the percentage and timeframe noted in this paragraph.

SECTION 41. BEHAVIORAL HEALTH AND JUSTICE INFORMATION DATABASE

The Implementing Agency understands that the Department of Human Services, Division of Mental Health (DMH) is developing a behavioral health and justice information database that will facilitate a continuum of care for specialty court/problem solving clients throughout Illinois. In furtherance of this goal, the Implementing Agency

agrees to allow the Authority to share information with DMH which is collected pursuant to this agreement, in compliance with all applicable federal and state laws, rules and regulations.

SECTION 42. CRIMINAL CONVICTIONS

The Implementing Agency certifies that its own and its sub-grantees' and its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, and financial officers and anyone holding such a position of authority have not been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years.

The Implementing Agency shall notify the Authority if any of its own or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or any other crime involving dishonesty within the past ten (10) years or become convicted of theft, fraud, or any other crime involving dishonesty. The Authority may terminate this agreement, at the Authority's sole discretion, if the Implementing Agency's or any of its sub-grantees' and/or its sub-contractors' board members, executive officers, directors, administrators, supervisors, managers, or financial officers or anyone holding such a position of authority have been convicted of theft, fraud, or other crime of dishonesty within the past ten (10) years or become convicted of theft, fraud, or any crime involving dishonesty.

SECTION 43. GRANT FUNDS RECOVERY AND INVOLUNTARY WITHHOLDING

The Implementing Agency certifies that it is not presently subject to a grant funds recovery action under the Illinois Grant Funds Recovery Act (30 ILCS 705) or an Involuntary Withholding by the State of Illinois or any other state. The Implementing Agency also certifies that a grant recovery action has not been initiated against it by any grantor, or an Involuntary Withholding action by the State of Illinois or any other state within the past five (5) years.

The Implementing Agency shall notify the Authority if it is currently the subject of a grant funds recovery action, has been the party to a grant funds recovery action in the past five (5) years, is currently subject to an Involuntary Withholding by the State of Illinois or any other state, or has been subject to an Involuntary Withholding by the State of Illinois or any other state within the past five (5) years. If the Implementing Agency is a party to a grant funds recovery action, has been a party to a grant funds recovery action within the past five (5) years, becomes a party to a grant funds recovery action, is subject to an Involuntary Withholding, or has been the subject to an Involuntary Withholding within the past five (5) years, or becomes subject to an Involuntary Withholding, the Authority may terminate this agreement at the Authority's discretion.

SECTION 44. TIME KEEPING

The Implementing Agency shall, in furtherance of its performance of all aspects of the program description and budget as set forth in Exhibit A and Exhibit B, maintain time keeping records for all grant-funded personnel as follows:

1. Personnel who spend 100% of their time on the program – within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority documentation explaining the

Implementing Agency's time keeping procedures. The time keeping procedures must be approved by the Authority.

2. Personnel who spend less than 100% of their time on the program – the Implementing Agency will maintain timesheets for these employees. The timesheets must:
 - ✓ Reflect an after-the-fact distribution of the actual activity of each employee (not budgeted time);
 - ✓ Account for the total activity for which each employee is compensated;
 - ✓ Be prepared monthly and coincide with one or more pay periods; and
 - ✓ Be signed by the employee and approved by a supervisory official having firsthand knowledge of the work performed.

Within thirty (30) days of the execution of this agreement, the Implementing Agency must provide the Authority with a copy of the timesheet that will be used by personnel who spend less than 100% of their time on the program. The timesheet must be approved by the Authority. Signed timesheets shall be made available for inspection during site visits, and upon request as part of the Authority's monitoring and oversight responsibilities.

SECTION 45. MANAGEMENT AND DISPOSITION OF EQUIPMENT AND COMMODITIES

Equipment and commodities acquired by the Implementing Agency with Authority funds shall be used for purposes of the program described in Exhibit A only. The Implementing Agency may retain the equipment and commodities acquired with agreement funds as long as they serve to accomplish program purposes, whether or not the program continues to be supported by Authority grant funds, but such determinations as to retention are within the sole discretion of the Authority. If the equipment or commodities originally purchased for the program are no longer capable of fulfilling the needs of the program and must be traded in or replaced, or there is no longer a need for the equipment or commodities, the Implementing Agency shall request instructions from the Authority.

The Authority may deny equipment and commodities costs or require that the Implementing Agency relinquish already purchased equipment and commodities to the Authority if the Implementing Agency fails to employ an adequate property management system governing the use, protection, and management of such property. The Implementing Agency is responsible for replacing or repairing equipment and commodities that are willfully or negligently lost, stolen, damaged or destroyed. The Implementing Agency shall provide equivalent insurance coverage for grant funded equipment and commodities as provided for other equipment and commodities owned by the recipient. Any loss, damage or theft of equipment and commodities shall be investigated and fully documented, and immediately reported to the Authority.

If, for an item of equipment described in Exhibit B to be purchased with Authority funds, the Implementing Agency does not have, at a minimum, a purchase order dated within 90 days after the start date of the agreement, the Implementing Agency shall submit a letter to the Authority explaining the delay in the purchase of equipment. The Authority may, in its discretion:

- A. Reduce the amount of funding;
- B. Cancel this agreement;

- C. Allow the Implementing Agency to reallocate the funds that were allocated for such equipment to other allowable Authority approved costs; or
- D. Extend the period to purchase this equipment past the 90-day period.

Equipment purchased using Authority funds shall be made available for inspection during site visits, and upon request of the Authority as part of its grant monitoring and oversight responsibilities.

SECTION 45.1 SPECIAL CONDITION FOR CONTRACTORS
(Applicable to independent contractors, not employees)

If the contractor is selected through a sole source procurement and the payment rate exceeds \$400 for an 8 hour day, or exceeds \$50.00 per hour, Grantee must submit written justification for that payment rate for PRIOR Grantor review and approval.

If the contractor is selected through a sole source procurement and the payment rate is \$50.00 per hour or less, the written justification must be maintained on-site by Grantee and made available for review and approval by Grantor during scheduled site visit(s). If a site visit is not scheduled during the period of performance of the grant program, Grantee may be required to submit this justification for Grantor review and approval as directed by Grantor.

The written justification for these contractor payments must follow Grantor's required format, which Grantor will provide to Grantee.

Grantee must submit copies of all contracts over \$25,000 that are the result of a sole source procurement that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee.

In addition, Grantee must submit copies of all contracts over \$100,000 that it anticipates entering into with the selected contractors for Grantor review and approval, PRIOR to their approval and execution by Grantee. Other contracts may be requested for review, at the discretion of Grantor

SECTION 45.2 USE OF GIFT CARDS

If the Program Agency chooses to include gift cards as part of their Budget the following conditions must be adhered to and stated in their Budget Narrative (Exhibit B):

- a) The Program agency must detail their method of tracking the use of gift cards; The Program Agency must keep an inventory of who received the gift card and when.
- b) The Program Agency must ensure that all purchases of gift cards were for allowable purposes;
- c) The Program Agency must collect receipts for purchased gift cards;
- d) The Program Agency must maintain the receipts in the same manner as all other records;

*McLean County on behalf of Mclean County Court Services
McLean County Adult Redeploy Illinois
Agreement #197012*

e) Upon the ending of the grant, the Program Agency must include, in their closeout materials, a spreadsheet detailing the each gift card purchase.

SECTION 46. ACCEPTANCE & CERTIFICATION

The terms of this interagency agreement are hereby accepted, executed, and where applicable, certified and acknowledged, by the proper officers and officials of the parties hereto:

John Maki
Executive Director
Illinois Criminal Justice Information Authority

Date

I, John McIntyre, Chairman, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #197012 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197012, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

John McIntyre
Chairman
McLean County

Date

I, Rebecca McNeil, Treasurer under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #197012 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197012, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Rebecca McNeil
Treasurer
McLean County

Date

I, Kevin Fitzgerald, Chief Judge, under oath, do hereby certify and acknowledge that : (1) all of the information in the grant agreement #197012 is true and correct to best of my knowledge, information and belief, (2) the grant funds shall be used only for the purposes described in the grant agreement #197012, and (3) the awarding of grant funds is conditioned upon the Authority's receipt of this certification.

Kevin Fitzgerald
Chief Judge
Eleventh Judicial Circuit

Date

ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY
Last Updated on June 7, 2016
Federal and State Grants Unit

ADULT REDEPLOY ILLINOIS
McLean County
EXHIBIT A: PROGRAM NARRATIVE
AGREEMENT NUMBER: 197012

I. SUMMARY

Please supply a brief description of the program to be implemented. Describe the target population, proposed program model and specific evidence-based practices used. Include the target population baseline number and 25% reduction goal.

During a 2010 planning process, McLean County partners identified several service gaps that an ARI program could begin to alleviate. These gaps included an overwhelmed court docket, overcapacity in all divisions of Adult Court Services, a lack of supervision availability during non-traditional hours, and an overcrowded jail. Increased service availability, such as substance abuse treatment, job placement services, mental health services, access to medication and transportation was also identified as a need. The ARI program addresses these service gaps while simultaneously targeting the high rate of technical violation admissions from the county to IDOC. McLean County averaged 135 IDOC admits per year due to technical violations of probation or parole from 2000-2009, a rate that ranked McLean 11th in the state for the highest technical violation admits by population.

McLean County's ARI program of high risk intensive probation supervision (IPS) consists of a case management model allowing for increased monitoring/supervision and programming dependent on offender needs. The McLean County line staff and problem solving court teams can also refer qualifying offenders to additional monitoring/supervision and services after a technical violation. After referral, intake, program explanation, and acceptance by the offender, the probation officer and offender jointly create a level-based supervision plan. The plan may include evidenced based interventions focusing on case management, cognitive restructuring, prosocial activities, behavioral health treatment, and supervision.

The program offers sanctions for probation violations and incentives to improve and/or acknowledge positive behavior. After completion of all levels of High Risk IPS, an ARI exit meeting occurs and the offender may be transferred or discharged to regular probation. Additionally, ARI officers can provide ancillary services and supervision to ARI qualifying regular and problem solving court offenders not on the formal ARI caseload, such as cognitive-restructuring groups or curfew checks. Pathways into the program include:

- Immediate/initial placement based on offense and assessed risk level
- Sanctioned/technical violation placement
- Co-Supervision--Proactive Referral for Ancillary Services

The McLean County ARI program targets individuals convicted of driving-related offenses, burglary, theft, retail theft, possession of cannabis and/or controlled substances, and other statutorily qualified crimes. These include those placed directly on ARI, those sanctioned into ARI for technical violations and new offenses, and those referred to ARI for ancillary stabilization services. The average annual number of commitments from McLean County to IDOC for ARI related offenses from 2013 to 2015 was 136. The 25% reduction goal for the grant period is thirty-four (34), and the goal total number served is fifty-five (55).

II. REVIEW OF PROGRESS MADE

State the goals and objectives from the previous funding cycle. Discuss the progress and any barriers you have experienced in meeting your goals and objectives during the previous funding cycle.

Goal 1: The ARI program will reduce ARI-eligible Illinois Department of Corrections (IDOC) commitments from the county/circuit within the identified target population by 25% over the grant period. This figure is 25% of the average number of IDOC commitments over the previous three years for which data is available (2011-2013) from the identified target population. The average annual number of commitments from McLean County to IDOC for ARI related offenses from 2011 to 2013 was 167.

Objective 1: Divert ARI eligible probationers from prison by sanctioning them into ARI for technical violations and new offenses rather than filing Petitions to Revoke probation which will likely lead to sentencing to IDOC.

Performance Indicator 1: Number of clients sanctioned into ARI; number of clients sanctioned in that successfully complete ARI

Objective 2: Divert ARI eligible probationers from prison by proactively referring them to ancillary services provided by ARI, to stabilize them before behavior deteriorates to Petition to Revoke status, which may lead to sentencing to IDOC.

Performance Indicator 2: Number of clients referred to ancillary ARI services; number of clients that successfully complete ARI ancillary services

Objective 3: Divert ARI eligible probationers from prison by placing them directly into ARI upon sentencing to probation

Performance Indicator 3: Number of clients directly placed into ARI; Number of direct placements that successfully complete ARI

Number to be diverted: 42 (167*25%)

Number to be served: 74 (52/70%)

PROGRESS MADE ON OBJECTIVES THIS GRANT YEAR (JULY 1, 2015-MARCH 31, 2016)

Objective 1: Four (4) clients were sanctioned into ARI; Ten (10) clients sanctioned into ARI successfully completed ARI and two (2) were unsuccessful and sentenced to DOC. One (1) client sanctioned into ARI passed away.

Objective 2: Three (3) clients were referred for ancillary services; Five (5) clients receiving ancillary services successfully completed ARI, and one (1) ancillary client was unsuccessfully discharged due to a new offense.

Objective 3: One (1) client was directly placed into ARI; One (1) direct placement successfully completed ARI, and one (1) direct placement was unsuccessful and sentenced to DOC.

Number Served: 43

Number Diverted: 38 (successful discharges and current clients)

The program year began with 35 clients carried over from the previous grant year. An additional 8 clients entered the program during this grant year, for a total of 43 served as of March 31, 2016. Of the 19 completing the program, 15 completed successfully and four (4) were unsuccessful. Of these four, three (3) were sentenced to the Department of Corrections.

The largest issue for the program this year was the State budget impasse. Despite signed contracts, no funds expended have been reimbursed. McLean County adjusted by removing the staff expenses from ARI and focusing only on direct service. The two ARI officers were moved to another division, and the IPS Supervisor took over supervision of the ARI participants. Due to the lack of staff, referrals were curtailed and only eight participants were added this year in order to keep supervision caseloads within evidence-based limits. Thus we have fallen short of our number served, serving only 58% of our target goal so far (we should be at 75%). We are ahead thus far on diversion, at 88% of target.

III. OVERVIEW OF JURISDICTION

Provide a brief description of your jurisdiction and the programs and services provided to the target population. Include information on existing alternatives to incarceration, including the gaps addressed through this grant.

McLean County is located in central Illinois, approximately halfway between Chicago and St. Louis on Highway I-55. Bloomington-Normal, the principal municipality in McLean County, is home to Illinois State University. McLean County covers the largest geographical area of any county in the State of Illinois and, as of the 2010 Census, was the thirteenth most populous county in the state. The 2010 Census estimates an overall population increase of 12.7% from 2000.

McLean County Characteristics	Total
Population, 2013 Census estimate	174,893
Percentage of population ages 18 and over, 2013 Census estimate	78%
Percentage of population that is female, 2013 Census estimate	51%
White persons ages 18 and over, 2013	114,943
African-American persons ages 18 and over, 2013	8,953
American Indian persons ages 18 and over, 2013	143
Asian persons ages 18 and over, 2013	5,613
Persons of Latino or Hispanic origin ages 18 and older, 2013	5,187
High school graduates, percentage of persons ages 18 and older, 2013 Census estimate	95%
Bachelors degrees or higher, percentage of persons ages 18 and older, 2013 Census estimate	44%

Key Partners

Lead agency and fiscal agent: McLean County Court Services

Key partners/stakeholders: Chief Judge, 11th Judicial Circuit; Presiding Criminal Division Judge, 11th Judicial Circuit; McLean County Court Services; McLean County State's Attorney's Office; McLean County Office of the Public Defender; Treatment Providers

Evidence Based and Promising Practices

- Level of Service Inventory-Revised (LSI-R) use to determine risk level and domains of criminogenic need
- Trauma Symptom Inventory (TSI-2) to determine nature of trauma and services needed
- Effective Casework Model
- Carey Guides
- Motivational Readiness Groups
- Electronic Monitoring

- Graduated Sanctions and Incentives
- Motivational Interviewing
- Medication Assisted Substance Abuse Treatment
- Family Advocacy and Case Management
- Seeking Safety
- Moral Reconciliation Therapy (MRT)
- Criminal Thinking Scales (from Texas Christian University) as a pre- and post- test for MRT

Existing Alternatives to Incarceration

McLean County established a Drug Court in 2006 and a Mental Health Court in 2010. Both courts refer clients to ARI for ancillary stabilization services when the client is struggling and on the path to a Petition to Revoke probation. McLean also participates in 1st Offender, 2nd Chance, and TASC Probation.

IV. STATEMENT OF PROBLEM

This section should document the problem(s) the jurisdiction continues to face and justify a need to continue the existing program. Use data to substantiate the problem, supplementing with anecdotal information where necessary.

Every year, approximately 13,000 non-violent offenders are sent to the Illinois Department of Corrections, including 136 from McLean County (2013-2015 average). While research shows that most non-violent offenders are supervised in the community with better outcomes and at lower cost, local resources for intensive supervision and treatment services are insufficient to meet offenders' needs and public safety concerns.

McLean County seeks support from Adult Redeploy Illinois to provide a continuum of local, community-based sanctions and treatment alternatives for non-violent offenders who would otherwise be incarcerated if those local services and sanctions were not available.

During a 2010 planning process, McLean County partners identified several service gaps that an ARI program could begin to alleviate. These gaps included an overwhelmed court docket, overcapacity in all divisions of Adult Court Services, a lack of supervision availability during non-traditional hours, and an overcrowded jail. Increased service availability, such as substance abuse treatment, job placement services, mental health services, access to medication and transportation was also identified as a need. The ARI program addresses these service gaps while simultaneously targeting the high rate of technical violation admissions from the county to IDOC. McLean County averaged 135 IDOC admits per year due to technical violations of probation or parole from 2000-2009, a rate that ranks McLean 11th in the state for the highest technical violation admits by population.

Since 2009, the number of felony sentences to probation in McLean County has increased 55%. This has created a caseload burden, leaving many officers unable to give the individual time and attention the higher risk/need offenders need to have a rehabilitative effect. This increase in the sheer numbers of offenders sentenced to probation, combined with the fact that more high risk/high need offenders are being sentenced to probation, indicate that specialized programs for high risk offenders like ARI are essential to probationer success and public safety.

In McLean County, implementing this administrative sanctions ARI model using high-risk supervision and services for technical violators and those at high risk of violation has reduced the time spent by the court addressing Petitions for Revocation. Consequently, it has also reduced the time spent preparing for these PTR hearings, including pre-sentence reports and attorney case preparation. It has improved caseload management for probation because offenders are supervised according to their risk status, and subsequently improves client outcomes because offenders get services they need to improve their overall functioning in the community.

V. GOALS, OBJECTIVES, and PERFORMANCE INDICATORS

The proposed goals and objectives should offer some relief of the problem(s) defined in the previous section. Goals are general statements of what your project hopes to accomplish. Objectives are the specific, measurable changes you intend to bring about. Please supply at least one goal and two objectives for the program. The indicators approved by the Authority will be used as the basis for measuring the performance of your program through regular reporting. Identify at least one indicator for each objective.

In the overall goal below, include the baseline number for the target population, the baseline 25% reduction goal, the "stretch" 25% reduction goal which incorporates the "carry-over" individuals from the previous grant period, and the estimated service goal.

GOAL: Reduce the number of non-violent offenders committed to prison from the identified target population by 25% based on the average number of commitments in the prior three years (FY13-15).

The McLean County ARI program targets individuals convicted of driving-related offenses, burglary, theft, retail theft, and possession of cannabis and/or controlled substances. These include those placed directly on ARI, those sanctioned into ARI for technical violations and new offenses, and those referred to ARI for ancillary stabilization services. The average annual number of commitments from McLean County to IDOC for ARI related offenses from 2013 to 2015 was 136.

The baseline 25% reduction goal for the grant period is: 34 (136*25%) This will be prorated

for eight months (67%) due to the new start date of November 1, 2016. **The prorated reduction goal is 23** ($34 \times 67\%$)

The reduction goal including carryover clients for the grant period is: 34 [(136 + 0 carryover) $\times 25\%$] This will be prorated for eight months (67%) due to the new start date of November 1, 2016. **The prorated number diverted will be 23** ($34 \times 67\%$)

The program service goal for the grant period is: 49 ($34/70\%$) This will be prorated for eight months (67%) due to the new start date of November 1, 2016. **The prorated service goal is 33** ($49 \times 67\%$)

Objective 1: Divert ARI eligible probationers from prison by sanctioning them into ARI for technical violations and new offenses rather than filing Petitions to Revoke probation which will likely lead to sentencing to IDOC.

Performance Indicator 1: Number of clients sanctioned into ARI; number of clients sanctioned in that successfully complete ARI

Objective 2: Divert ARI eligible probationers from prison by proactively referring them to ancillary services provided by ARI, to stabilize them before behavior deteriorates to Petition to Revoke status, which may lead to sentencing to IDOC.

Performance Indicator 2: Number of clients referred to ancillary ARI services; number of clients that successfully complete ARI ancillary services

Objective 3: Divert ARI eligible probationers from prison by placing them directly into ARI upon sentencing to probation

Performance Indicator 3: Number of clients directly placed into ARI; Number of direct placements that successfully complete ARI

McLean County agrees to participate in performance measurement and evaluation activities in conjunction with the Illinois Criminal Justice Information Authority and as developed by the Adult Redeploy Illinois Oversight Board according to statute. Specifically, the Crime Reduction Act requires a *"performance measurement system that includes but is not limited to the following key performance indicators: recidivism, rate of revocations, employment rates, education achievement, successful completion of substance abuse treatment programs, and payment of victim restitution."*

Additionally, grantee site-specific information about the utilization of evidence-based practices will be collected for evaluation purposes. These reporting requirements will be developed upon negotiation with site administrators and the Adult Redeploy Illinois Oversight Board. The

grantee agrees to provide the following data elements:

Mandatory data elements for performance measurement in Adult Redeploy Illinois

Demographics:

- Name
- Date of birth
- Gender
- Race
- SID (fingerprint identification number)

Case information:

- Current offense (type of offense, class, dates of arrest and sentence).
- Date client was accepted/enrolled in the program
- If not accepted or enrolled, reason
- Termination date, reason

Adult Redeploy information:

- Probation/ARI conditions (types of treatment required, restitution, education, etc.)
- Treatment provider(s)
- Status updates on these conditions (movement between phases, interrupted treatment, start date, completion date, compliance with treatment, etc.)
- Termination from conditions (successful or not, reason for termination, date of completion/termination)
- Changes in education level and employment
- Technical violations, rule infractions, other negative behavior (date, violation reason, sanction applied/response)
- Arrests/convictions while on Adult Redeploy (date, offense, class, sentence and date if applicable)
- LSI-R/other assessment scores, initial and follow up (date, and at least final assessed risk level and override if applicable)
- Number of in-person visits with each client monthly (in-office visits, field visits, any time the officer and client meet face-to-face. Phone contacts should not be counted as face-to-face contacts)
- Primary substance of choice (if applicable)
- Drug testing information (date tested, result of test, substance(s) found if positive, location of test [probation or treatment provider])
- Diagnosis information
 1. Mental health (Axis I, Axis II, date of diagnosis, actual diagnosis)
 2. Substance abuse/dependence (date of diagnosis, abuse and/or dependence, substance of preference)

The grantee agrees to collect and report on any additional data elements developed by the Illinois Criminal Justice Information Authority with the Adult Redeploy Illinois Oversight Board.

VI. PROGRAM STRATEGY

The problem statement described the issue(s) to be addressed. Goals/objectives have defined the ends to be achieved. This section should indicate how these ends are going to be accomplished by describing how the program will be implemented in clear, logical detail. Be sure to indicate how the budgeted items are related to the strategy. As you think about the strategies you are proposing, consider if these are the best ways to accomplish the ends you wish to achieve.

McLean County's ARI program of high risk intensive probation supervision (IPS) consists of a case management model allowing for increased monitoring/supervision and programming dependent on offender needs. The McLean County line staff and problem solving court teams can also refer qualifying offenders to additional monitoring/supervision and services after a technical violation. After referral, intake, program explanation, and acceptance by the offender, the probation officer and offender jointly create a level-based supervision plan. The plan may include evidenced based interventions focusing on case management, cognitive restructuring, prosocial activities, behavioral health treatment, and supervision.

The program offers sanctions for problem solving court and/or probation violations and incentives to improve and/or acknowledge positive behavior. After completion of all levels of High Risk IPS, an ARI exit meeting occurs and the offender may transfer or discharge to regular probation. Additionally, the IPS Supervisor can provide ancillary services and supervision to ARI qualifying regular and problem solving court offenders not on the formal ARI caseload, such as cognitive-restructuring groups or curfew checks. Pathways into the program include:

Immediate/initial placement based on offense and assessed risk level

Felony probation clients who reside in McLean County and are placed on probation for an ARI eligible offense with a composite score of 34 on the LSI-R (no override) and have a history of failure on past adult and juvenile probation terms are be screened for immediate placement in ARI/IPS.

1. Offender ordered to probation and LSI-R is completed.
2. Review of case by Deputy Director and/or the Adult Redeploy Coordinator for eligibility (score above 34 on LSI-R, previous failure of probation, ARI-eligible offense).
3. ARI intake conducted, requirements explained, offender accepts, and supervision plan created.

Sanctioned/technical violation placement

Felony probation clients who have committed technical violations and are on regular or Problem

Solving Court probation for a McLean County ARI-eligible offense may be referred by their current probation officer.

1. Placement following a formal sanction for a technical violation of standard probation where supervising officer refers case to Deputy Director and/or Adult Redeploy Coordinator for ARI screening.
2. Placement following a technical violation of a problem solving court order and referral by problem solving court team to ARI for additional monitoring/supervision.
3. ARI intake conducted, requirements explained, offender accepts, and supervision plan created.

New offense placement

Felony probation clients who have committed new misdemeanor offenses and are on probation for an ARI-eligible offense will be screened for ARI by the ARI Coordinator and/or Deputy Director.

1. Placement following a new misdemeanor offense committed by an offender on probation for an ARI-eligible offense.
2. Reviewed by Deputy Director and/or Adult Redeploy Coordinator, requirements explained, offender accepts, and supervision plan created.

Co-Supervision--Proactive Referral for Ancillary Services

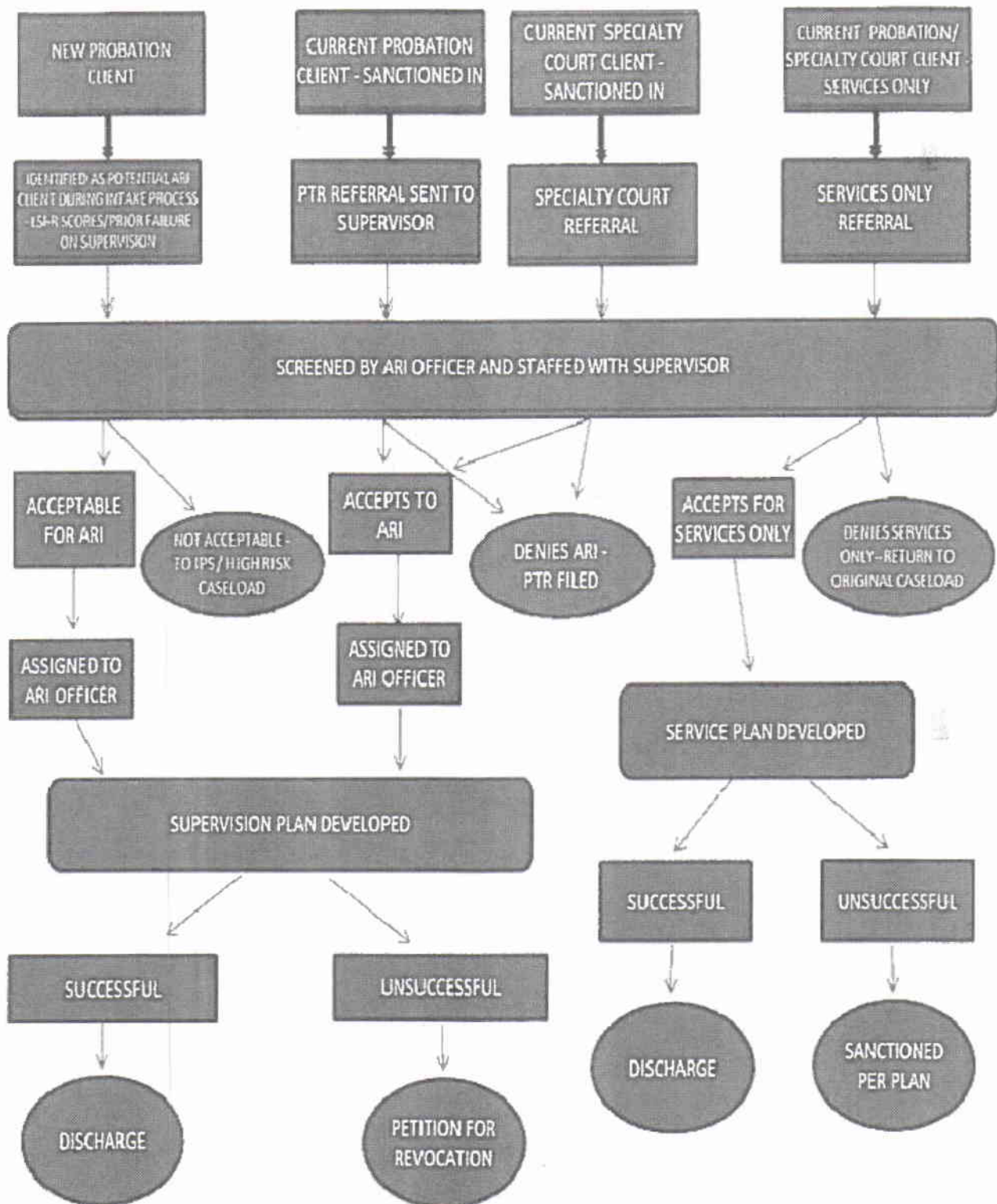
ARI may be utilized as a stabilizing agent for eligible probation clients who do not yet meet revocation criteria. These clients may be referred for specific stabilization services without becoming a full-fledged ARI client. These services will be available to regular and problem solving court probation clients that fit ARI eligibility criteria (non-violent felony offenders) that do not require the level of supervision of the ARI program. These offenders remain on their current probation caseload, but are referred for specific ARI services to meet high-risk needs (e.g. a Drug Court client who struggles with usage triggers in the evenings but has not yet relapsed may be referred to ARI for evening check-ins and community service). ARI personnel will staff the requests on a case by case basis with the referring officer to determine eligibility, risk and need, and will work with the referring officer to develop a plan including goals and a timeline for services to be provided.

1. Referral for stabilizing services following an informal sanction for a technical violation of standard probation or problem solving court order.
2. All requests for services are screened by the Deputy Director and/or Adult Redeploy Coordinator for ARI eligibility and appropriateness of services requested. Offenders are given reasonable directives to cooperate with ARI services.

After completion of all levels of IPS, an ARI exit meeting occurs and the offender may transfer or discharge to regular probation.

Evidence Based / Promising Practices

- LSI-R assessment
- Trauma Symptom Inventory-2 assessment
- Intensive Probation Supervision with Services
- Effective Casework Planning
- Motivational Interviewing
- Graduated Sanctions and Incentives
- Carey Guides
- Family Advocacy/Case Management,
- Moral Reconciliation Therapy (MRT),
- Supportive Housing
- Medication Assisted Treatment (MAT)
- Cognitive Behavioral Therapy (CBT)
- Seeking Safety



VII. INCENTIVES (if applicable)

Provide a brief summary on the use of incentives in the program. Please state what will be used as incentives; include a brief statement on the evidence of this form of incentives and the effect on participant behavior; include information on how these incentives will be distributed, tracked, and maintained for three years (e.g. maintain receipts for purchase of the actual cards, log of participants in receipt of gift cards); and include a justification for the amount of incentives for the grant period and the value.

Incentives are used to reinforce prosocial/desired behaviors from ARI participants. Most ARI participants do not have a strong external locus of control when entering the program. Incentives provide external motivation to reinforce positive behaviors targeted in the case plan. Incentives are graduated and decrease as the participants make their way through the program and phases, and as their internal motivation increases. Incentives are a known best practice, and are optimal when used in a 4:1 ratio with sanctions.

Specific and common incentives utilized by McLean's ARI program include praise, paying for GED classes or exams, assisting with tuition for job training courses, gift cards for family events or food, or whatever is meaningful to the individual. Incentives are given, at a minimum, for phase advancement, but also based upon the achievement of individual goals set out in the participants' individualized case plans.

All incentives that require purchasing are tracked both by the ARI Coordinator and by the Administrative Probation Officer. All purchases are tracked in McLean County's online financial management software and approved by the McLean County Auditor's Office. Per McLean County's financial management guidelines, receipt retention is required for this approval. Incentive distribution is tracked by the ARI Coordinator in a spreadsheet.

The amount requested is approximately one-third the maximum federal per person amount allowed for incentives.

VIII. AFFORDABLE CARE ACT

Provide brief information on how the program utilizes or will utilize the Affordable Care Act (ACA) to increase access to a broad range of treatment in the most cost-effective way. Provide brief details on any barriers to utilizing the ACA for eligible individuals if applicable.

Probationers are asked about insurance coverage at intake. If they do not have any coverage, probation officers refer to the website www.getcoveredillinois.com. Many clients are still wary of working with any government system. Some fear the links back to the IRS that the ACA has, and

any government interference in their personal business. Others are unable to grasp the complex nature of the system and its requirements, and fear that they will get something wrong and end up in a worse mess than if they hadn't enrolled. There are many hurdles in trust and understanding to be overcome with clients that may have never experienced the insurance system. Therefore, we do not give directives to sign up, or treat failure to get coverage as a probation violation. Instead we work with clients on education and trust, and encourage participation through both probation and treatment avenues.

IX. IMPLEMENTATION SCHEDULE

The implementation schedule should be used as a planning tool for the program. It should spell out each major step to be undertaken in implementing this program. The implementation schedule will be used to measure the program's progress. Strict adherence to it will be expected unless the Authority is advised of problems that necessitate revision of the schedule. Therefore, it is in your best interest to prepare an implementation schedule that is realistic, detailed and thorough. Be sure to include the following:

- Provide regular reporting as required by ICJIA and the ARIOB.
- Participation in the annual Adult Redeploy Illinois All-Sites Summit - Spring 2017

Activity/Task	Who	How	Where	When
Intake Screening	Probation Intake Officer	Face to Face Meeting	Probation Office	At Intake
LSI-R Screening	Referring Probation Officer/ARI Coordinator	Face to Face Meeting	Probation Office	At Intake and Reassessment
High Risk Case Referral	Probation Staff, Deputy Director, ARI Coordinator	Review case through EJS, talk with referring officers	Probation Office	At intake and/or referral
Problem Solving Court Case Referral	Probation Staff, Deputy Director, ARI Coordinator	Review case through EJS, talk with referring officers	Probation Office	At intake and/or referral
Line Staff Case Referral	Probation Staff, Deputy Director,	Review case through EJS,	Probation Office	At intake and/or referral

	ARI Coordinator	talk with referring officers		
High Risk Case Review	ARI Coordinator, Referring Officer, Deputy Director	Face to Face Meeting	Probation Office	As dictated by probation plan
Problem Solving Court Case Review	ARI Coordinator, Referring Officer or Team, Deputy Director	Face to Face Meeting	Probation Office	As dictated by probation plan
Line Staff Case Review	ARI Coordinator, Referring Officer, Deputy Director	Face to Face Meeting	Probation Office	As dictated by probation plan
GPS	ARI Coordinator	Ankle bracelet w/built-in cell phone	Community	When sanctioned and/or ordered by court
SCRAM	ARI Coordinator	Ankle bracelet with continuous reporting	Community	When sanctioned and/or ordered by court
COG groups- Thinking for a Change, Carey Guides, MRT, Family Advocacy, Case Management	ARI Coordinator, Contracted Case Manager/Counselor	Groups and/or Individual	Probation and/or Community	As determined by case/probation plan, sanction and client need
Substance Abuse (SA) Eval./treatment	ARI Coordinator, contracted SA agency	Face to Face assessment	SA agency	As determined by case/probation plan and client need
GED /Job Skills Trainings	ARI Coordinator, community agencies	Referral, groups	Probation and/or community	As determined by case/probation plan and client need
Community service work	ARI Coordinator, community	Referral, organized CS outings	Community	If unemployed or sanctioned. As determined by case/probation plan and client need
Alcohol/Drug	ARI Coordinator,	Quick cups,	Probation	Random, or on

Testing	SA Agency, other probation staff	breathalyzers and/or in house lab	and/or SA Agency	suspected use
Increased Field Supervision	ARI Coordinator	Community contacts	In client home, work, school, etc.	As determined by case/probation plan and client need
Judicial Interaction	ARI Coordinator, Judge	Scheduled court reviews	Courtroom	As determined by the judge
Graduated Sanctions (including jail)	ARI Coordinator, Deputy Director, Problem solving court Officer or Team	Per Administrative Sanctions Program, Individualized Need	Probation and/or Court	As determined by violation, need, and policy
Grant Reporting	Criminal Justice Project Manager, ARI Coordinator, Deputy Director, Director	Fiscal and Data Reporting via email and mail	Probation/ARI State Offices	As determined by ICJIA and the ARIOB (currently quarterly).
Substance Abuse/Mental Health Screening	ARI Coordinator, Agency providing service	Agency intake and assessment	Agency	As part of agency's intake and assessment procedure. Client will be referred based upon LSI-R and TSI information, and upon relapse/decompensation
TSI-2 Screening	ARI Coordinator, Clinician	Self-administered TSI given by ARI Officer and interpreted by Clinician	Probation	At Intake with reassessments during/after treatment.
Criminal Thinking Scales	ARI Coordinator, CYFS	Pre- and Post-Test for Moral Reconciliation Therapy	Probation	At intake and graduation/termination from MRT
ILAPSC Annual Conference	ARI Coordinator, Criminal Justice Project Manager,	Annual Conference	Springfield	October 2016

	Deputy Director			
ICJIA Adult Redeploy Summit	ARI Coordinator, Grant Manager, Deputy Director, Clinician, Director	Annual Summit meeting of ARI sites	Bloomington	March/April 2017
Quality Assurance	Grant Manager	Data training, management, and analysis	Bloomington	Ongoing Month 1-12

**EXHIBIT B: BUDGET
IDENTIFICATION OF SOURCES OF FUNDING**

**Implementing Agency: McLean County
Agreement #: 197012**

<u>SOURCE</u>		<u>Awarded</u>	<u>AMOUNT</u>
Federal/State Amount:	ARI SFY 17	Subtotal:	89,610
			\$59,270
Match:		Subtotal:	\$0
Over Match:		Subtotal:	\$0
GRAND TOTAL			89,610
			\$59,270

Budget & Budget Narrative PERSONNEL SERVICES <u>Job Title</u>	<u>Annual Salary</u>	<u># Months On Program</u>	<u>% Time On Program</u>	<u>Federal/ State Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
		12		\$ -		\$ -
		12		\$ -	\$ -	\$ -
		12		\$ -	\$ -	\$ -
	\$ -				\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
	\$ -			\$ -	\$ -	\$ -
		Total FTE	0.00	\$ -	\$ -	\$ -
			Total Salary	\$ -	\$ -	\$ -
			Fringe Benefits (Use figure from Fringe Benefit Worksheet)		\$ -	\$ -
			TOTAL PERSONNEL SERVICES	\$ -		\$ -

Budget Narrative for Personnel. Please give a brief description for each line of the Personnel Services Budget.

(See Attached Budget Instructions)

e attached sheet for narrative.

Budget & Budget Narrative
COMMODITIES

McLean County

Agreement# 197012

Item	Cost / Month	# of Months	Federal/ State Amount	Match Contribution	Total Cost
Program Supplies	\$ 120.00	8	\$ 960.00	\$ -	\$ 960.00
Drug Screen Supplies	\$ 250.00	8	\$ 2,000.00	\$ -	\$ 2,000.00
Client Assistance--Medical	\$ 100.00	8	\$ 800.00	\$ -	\$ 800.00
Client Assistance--Transportation	\$ 435.00	8	\$ 3,480.00	\$ -	\$ 3,480.00
Client Assistance--Other (housing, groceries, hygiene, etc.)	\$ 150.00	8	\$ 1,200.00	\$ -	\$ 1,200.00
Client Incentives	\$ 250.00	8	\$ 2,000.00	\$ -	\$ 2,000.00
TOTAL COMMODITIES COST			\$ 10,440.00	\$ -	\$ 10,440.00

Budget Narrative for Commodities. Please give a brief description for each line of the Commodities Budget.
(See Attached Budget Instructions)

ALL costs are based on expenses from previous years of programming

Program supplies include paper, copying, printing, and other office supply costs for program. Monthly cost of \$120 estimated from past history. \$120/mo x 8 months = \$960. These costs are the estimated amount for ARI and ARI alone, and any supplies purchased will be used 100% for ARI.

Client assistance for items necessary for mental and physical health stabilization (Ex., medication,) if another source of payment/subsidy cannot be found. Cost is estimated at \$100/mo x 8 mo = \$800.

Client assistance for transportation includes public transportation (bus) passes so clients can get to and from work, appointments, and treatment. Cost is estimated at \$435/mo x 8 mo = \$3480. \$435/month is the equivalent of 15 monthly bus passes.

Client assistance in the form of housing and physical needs (groceries, hygiene, clothing for job interviews etc.) is used sparingly--only if assistance cannot be found elsewhere in the community. We anticipate utilizing no more than an average of \$150/mo on these items. \$150 x 8 mo = \$1200.

Behavior modification incentives are utilized to reinforce desirable behavior by clients, such as successfully completing programming (Thinking for a Change, MRT, Job skills, general equivalency development (GED) etc.), or meeting a treatment or supervision plan goal. Incentives are a known best practice, and are optimal when used in a 4:1 ratio with sanctions. Incentives may include paying for GED classes or exams, assisting with tuition for job training courses, providing small gift reinforcements for proper answers/behaviors in group, or whatever is meaningful to the individual client. This is difficult to estimate per client, since not every client will need/use the assistance, and incentives are used as necessary. It is estimated we will spend no more than \$250/mo on client incentives. \$250/mo x 8 months = \$2000. Incentive and assistance types and amounts will vary. Any item purchased for ARI will be used 100% on ARI. Incentives may be handled by service providers as part of their contract.

Budget & Budget Narrative		McLean County		Agreement#		197012		
CONTRACTUAL						Federal/ State	Match	
	Cost/month	Dollar/hour	# of hours per month	Pro-rated Share	Amount	Contribution	Total Cost	
Cell/Wireless Service	\$ 10.00			100%	\$ 80.00	\$ -	\$ 80.00	
				100%	\$ -	\$ -	\$ -	
	Cost/Person	# of People			\$ -	\$ -	\$ -	
Conference Registration Fees		5		100%	\$ -	\$ -	\$ -	
Other (Specific Evidence Based Programming)	\$ 3,200.00			100%	\$ 25,600.00	\$ -	\$ 25,600.00	
Other: (Specific Electronic Monitoring)	\$ 370.00			100%	\$ 5,950.00	\$ -	\$ 5,950.00	
Use Boxes Below for Contractual Personnel					\$ -	\$ -	\$ -	
Clinician		\$ 50.00	40	8	\$ 16,000.00	\$ -	\$ 16,000.00	
					\$ -	\$ -	\$ -	
		\$ -			\$ -	\$ -	\$ -	
TOTAL CONTRACTUAL COST					\$ 47,630.00	\$ -	\$ 47,630.00	
Budget Narrative for Contractual. Please give a brief description for each line of the Contractual Budget.								

See Attached Budget Instructions)

cell phone is utilized by the ARI officers for on-call, field work and, at times, to track offenders on electronic monitoring (GPS or SCRAM/Soberlink--alcohol monitoring) remotely after hours as needed, etc. This allows immediate and thorough tracking of offenders when the probation officers are in the field. \$10/month x 8 months = \$80

Evidence-based practices (EBP) programming: 80 hours/month of advocacy/mentoring/case management and Cognitive Based Skill Building will be provided x \$40.00/hr x 8 months = \$25,600.

Electronic Monitoring would include GPS, SCRAM, and Soberlink monitoring for offenders who are noncompliant. GPS monitoring would be used to track clients 24 hours a day 7 days a week, and would be used for high risk offenders that are non compliant with their ordered services. SCRAM and Soberlink are alcohol monitoring, and would be used on new offenders ordered not to consume alcohol and for continuing offenders who relapse, as often alcohol consumption and abuse plays a factor in recidivating. Average sanction time would be 90 days (per NADCP Best Practice Standards). Monthly costs plus start up for electronic monitoring are approximately \$370/month. We plan on serving approximately 24 offenders annually. \$370 x 24 *67% (proration) = \$5950.

GRAND TOTAL			
	<u>Federal/ State Amount</u>	<u>Match Contribution</u>	<u>Total Cost</u>
PERSONNEL SERVICES	\$ -	\$ -	\$ -
EQUIPMENT	\$ -	\$ -	\$ -
COMMODITIES	\$ 10,440.00	\$ -	\$ 10,440.00
TRAVEL	\$ 1,200.00	\$ -	\$ 1,200.00
CONTRACTUAL	\$ 47,630.00	\$ -	\$ 47,630.00
TOTAL COST	\$ 59,270.00	\$ -	\$ 59,270.00

! procurements must be competitive

Use this sheet to calculate the fringe benefits to be paid for project personnel. For each element of the benefit package, indicate the rate as a percentage of salary or the dollar amount of the flat rate paid per employee. Use the TOTAL FRINGE BENEFITS amount from this worksheet as the fringe benefit dollar amount on the BUDGET under PERSONNEL SERVICES (cells G-13 and H13).

RATED FRINGE BENEFITS	Rate as % of Salary
FICA	7.650%
UNEMPLOYMENT	
RETIREMENT/PENSION	12.990%
WORKER'S COMP	
DENTAL/VISION	
HOSPITALIZATION	
Other (Specify)	
Total % Fringe Rate	20.640%
Total Salary Paid By Grant (Federal and Match - Please use figure from cell I-12 in the Budget Detail)	
TOTAL RATED FRINGE BENEFITS	\$0
FLAT RATE FRINGE BENEFITS	\$ per FTE
HEALTH/MEDICAL INSURANCE	\$6,000.00
OTHER (SPECIFY)	
Total Flat Rate Fringe	
Number of grant-funded FTE (full-time equivalent) positions receiving Flat Rate Fringe Benefits. (Please use figure from cell F-11 of Budget Detail)*	2.25
FLAT RATE FRINGE BENEFITS	\$0
TOTAL FRINGE BENEFITS: (Total rated + Total flat rate benefits)	\$0

*PLEASE REFER TO YOUR RESPONSE IN EXHIBIT A, SECTION II, QUESTION #1.

Members Gordon/Caisley moved the County Board approve a Request for Approval of Adult Redeploy Illinois Interagency Agreement between Illinois Criminal Justice Information Authority and McLean County. - Court Services. Clerk Michael shows all members present voting in favor of the motion. Motion carried.

JUSTICE COMMITTEE:
Member Gordon, presented the following:

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget
Ordinance Fund 0022- General Fund Court Services
Court Services Department 0022

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2015 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022

WHEREAS, the Court Services Department wishes to transfer \$2,500.00 from line item 0526.0001 Overtime to line item 0516.0001 occasional/seasonal employees in the Fiscal Year 2016 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, December 6, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 to amend the general fund by transferring \$2,500.00 from line item 0526.0001 to line item 0516.001 for the Fiscal Year 2016 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Court Services Department, General Fund 0024, Court Services Department, 0022, the following appropriation:

	ADOPTED BUDGET	ADD (SUBTRACT)	AMENDED BUDGET
0001-0022-0024-0526.0001 Overtime	\$25,750.00	(\$2,500.00)	\$23,250.00
0001-0022-0024-0503.0001 Occasional/Seasonal Employee	\$0.00	\$2,500.00	\$2,500.00

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 20th day of December, 2016.

ATTEST:

APPROVED:



Kathy Michael, Clerk of the
County Board of McLean County, Illinois



Chairman
McLean County Board

Members Gordon/Soeldner moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance for the Court Services Department 0022. - Court Services (2/3 pursuant to 55 ILCS 5/6-1003). Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Gordon, presented the following:



COURT SERVICES

Adult and Juvenile Probation: (309) 888-5372
104 W. Front Street, P.O. Box 2400 Law & Justice Center, 7th Floor Bloomington, IL 61702

Juvenile Detention Center (309) 888-5550
903 N. Main Street, Normal IL, 61761

TO: Honorable Members of the Justice Committee
CC: Mr. Bill Wasson - County Administrator
Ms. Hannah Eisner-Assistant County Administrator
Chief Judge Kevin P. Fitzgerald

From: Cassy Taylor

Date: November 23, 2016

Re: Budget Amendment-General Fund

Attached, please find a budget amendment requesting the ability to add \$14,797 in revenue to Adult Redeploy Grant line item 0407.0103 and \$14,797 expense to Adult Redeploy Grant line items as indicated.

This amendment will cover ARI grant funds received for the remainder of 2016.

I will be available at the Justice Committee meeting on Tuesday, December 6th to answer any questions you may have.

Thank you!

An **EMERGENCY APPROPRIATION** Ordinance
Amending the McLean County Fiscal Year 2016
Combined Annual Appropriation and Budget Ordinance
Fund 0094- General Fund Adult Redeploy
Court Services Department 0022

WHEREAS, the McLean County Board, on November 17, 2015, adopted the Combined Annual Appropriation and Budget Ordinance, which sets forth the revenues and expenditures deemed necessary to meet and defray all legal liabilities and expenditures to be incurred by and against the County of McLean for the 2016 Fiscal Year beginning January 1, 2016 and ending December 31, 2016; and,

WHEREAS, the Combined Annual Appropriation and Budget Ordinance includes the operating budget for the Court Services Department 0022; and,

WHEREAS, the Court Services Department 0022

WHEREAS, the Court Services Department wishes to add \$14,797.00 to revenue line item 0407.0103 Adult Redeploy Grant and add \$300 to line item 0608.0001 Gasoline/Fuel; \$1,910 to line item 0620.0001 Operating/Office Supplies; \$500 to line item 0622.0004 Drug Testing Supplies; \$200 to line item 0622.0005 Vaccine/Prescription/Non-Prescription; \$4,000 to line item 0706.0001 Contract Services; and \$7,887 to line item 0773.0001 Non-contractual Services in the Fiscal Year 2016 Adopted Budget; and,

WHEREAS, the Justice Committee, on Tuesday, December 6, 2016, approved and recommended to the County Board an Emergency Appropriation to amend the Combined Annual Appropriation and Budget Ordinance for Fiscal Year 2016 to amend the general fund by adding \$14,797 to revenue line item 0407.0103 and \$14,797 to expense to 0094 Adult Redeploy Grant for the Fiscal Year 2016 Adopted Budget; now, therefore,

BE IT ORDAINED by the McLean County Board as follows:

1. That the County Auditor is directed to add (subtract) to the appropriated budget of the Court Services Department, General Fund 0024, Court Services Department, 0022, the following appropriation:

	<u>ADOPTED BUDGET</u>	<u>ADD (SUBTRACT)</u>	<u>AMENDED BUDGET</u>
0001-0022-0094-0407.0103	\$75,685.00	\$14,797.00	\$90,482.00
Revenue			
0001-0022-0094-0608.0001	\$528.00	\$300.00	\$828.00
Gasoline/Fuel			
0001-0022-0094-0620.0001	\$5260.00	\$1910.00	\$7170.00
Operating/Office Supplies			
0001-0022-0094-0622.0004	\$1,200.00	\$500.00	\$1,700.00
Drug Testing Supplies			
0001-0022-0094-0622.0005	\$600.00	\$200.00	\$800.00
Vaccines/Prescription			
0001-0022-0094-0706.0001	\$8,220.00	\$4,000.00	\$12,220.00
Contract Services			
0001-0022-0094-0773.0001	\$0.00	\$7,887.00	\$7,887.00
Non-contractual Services			

2. That the County Clerk shall provide a copy of this ordinance to the County Auditor, County Treasurer, Director of Court Services, and County Administrator.

ADOPTED by the County Board of McLean County this 20th day of December, 2016.

APPROVED:



John D. McIntyre, Chairman
McLean County Board

ATTEST:



Kathy Michael, Clerk of the County Board
McLean County

Members Gordon/Cavallini moved the County Board approve a Request for Approval of an Emergency Appropriation Ordinance Amending the McLean County Fiscal Year 2016 Combined Annual Appropriation and Budget Ordinance Fund 0094 - General Fund Adult Redeploy Court Services Department 0022. - Court Services. Clerk Michael shows it required a 2/3 vote and passed on a voice vote.

JUSTICE COMMITTEE:
Member Gordon, presented the following:



STATE'S ATTORNEYS APPELLATE PROSECUTOR

Administrative Office • 725 South Second Street • Springfield, IL 62704 • 217-782-1628 • Fax 217-442-6305

PATRICK J. DELFINO
DIRECTOR

DEPUTY DIRECTORS

SECOND/THIRD DISTRICTS:
LAWRENCE M. BAUER

FOURTH/FIFTH DISTRICTS:
DAVID J. ROBINSON

BOARD OF GOVERNORS

FIRST DISTRICT:

ANITA ALVAREZ
STATE'S ATTORNEY
COOK COUNTY

SECOND DISTRICT:

JOSEPH BRUSCATO
STATE'S ATTORNEY
WINNEBAGO COUNTY

JOSEPH H. McMAHON
STATE'S ATTORNEY
KANE COUNTY

THIRD DISTRICT:

JAMIE BOYD
STATE'S ATTORNEY
KANKAKEE COUNTY

BRIAN J. TOWNE
STATE'S ATTORNEY
LASALLE COUNTY

FOURTH DISTRICT:

BEN GOETTEN
STATE'S ATTORNEY
JERSEY COUNTY

JOHN C. MILHISER
STATE'S ATTORNEY
SANGAMON COUNTY

FIFTH DISTRICT:

TYLER R. EDMONDS
STATE'S ATTORNEY
UNION COUNTY

JUSTIN HOOD
STATE'S ATTORNEY
HAMILTON COUNTY

BRENDAN F. KELLY
STATE'S ATTORNEY
ST. CLAIR COUNTY

www.ilsaap.org

BRIAN J. TOWNE
CHAIRMAN

November 17, 2016

Honorable Jason Chambers
McLean County State's Attorney
McLean County Courthouse
104 West Front Street, Room 605
Bloomington, Illinois 61702

Dear State's Attorney Chambers:

Your county's FY17 contribution for participating in our Agency's program will remain at the same amount as FY16. The amount due from your county is listed on the enclosed billing statement.

In consideration of your contribution, our Agency is ready to serve you in the following areas:

1. Handling all criminal and civil appeals;
2. Serving as Special Prosecutor in conflict cases or in cases where there is the appearance of a conflict;
3. Providing specialized service by our Local Drug Prosecution Support Unit to assist in research, trial, and appeal of drug cases with a particular emphasis on asset tracking and forfeiture;
4. Assisting in the trial and appeal of tax objection cases;
5. Assisting in labor matters arising under the Illinois Public Labor Relations Act; and
6. Providing comprehensive legal training programs for prosecutors to comply with MCLE credit requirements.

RECEIVED
McLean County

NOV 21 2016

For your use and convenience, I am enclosing a sample resolution for presentation to your County Board. When the enclosed resolution is approved, or one similar to it, kindly return a fully executed copy to our Office.

Thank you again for your participation in our Program and for your active support of our Agency. Please let me know whenever I can be of service.

Looking forward to working with you in the upcoming year.

Very truly yours,



Patrick J. Delfino
Director

 COPY

enclosures

RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to insure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

NOW, THEREFORE, BE IT RESOLVED that the McLean County Board, in regular session, this 20th day of December, 2016 does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act and the Narcotics Profit Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the McLean County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2017, commencing December 1, 2016 and ending November 30, 2017, by hereby appropriating the sum of \$32,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2017.

Passed and adopted by the County Board of McLean County, Illinois, this 20th day of December, 2016.

ATTEST:

Kathy Michael
County Clerk

Chairman

[Signature]

Members Murphy/Caisley moved the County Board approve a Request for Approval of a Resolution continuing McLean County's participation with the State of Illinois Appellate Prosecutor's Office - State's Attorney's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Gordon, presented the following:

**Intergovernmental Agreement
Between
Illinois Department of Public Health
And
McLean County, Illinois**

The Illinois Department of Public Health (DPH) and McLean County, pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Intergovernmental Agreement (Agreement) in Sangamon County, Illinois. DPH and McLean County are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

1.1 Background. The Vital Records Act (410 ILCS 535/25) provides for a two dollar surcharge fee for obtaining a certified copy of a death certificate and a fetal death certificate. This fee is mandated to be deposited into the Death Certificate Surcharge Fund, a special fund created in the State treasury. The County employs and directs a Coroner and wishes to receive the aforementioned surcharge as provided by the Vital Records Act and this agreement.

1.2 Purpose. Subject to appropriation, 25 percent of the monies in the Death Certificate Surcharge Fund may be used for grants by DPH to all coroners and medical examiners or officials charged with the duties set forth under Division 3-3 of the Counties Code, who have a different title, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

**ARTICLE II
DUTIES AND OBLIGATIONS OF THE PARTIES**

2.1 The Death Certificate Surcharge Fund shall be exclusively used, as stated in 410 ILCS 535/25.5, for equipment and lab facilities. (Source P.A. 99-408, eff. 1-1-16).

2.2 The County must report receipt of Funds to its county treasurer and provide satisfactory written proof to DPH upon request.

2.3 DPH will distribute FY15 and FY16 funds in FY17 and FY18 under this Agreement, utilizing electronic funds transfer where available, in accordance with DPH's spending authority. In subsequent years, DPH will annually distribute funds collected from the previous fiscal year.

2.4 County will ensure that its coroner complies with all applicable provisions of 410 ILCS 535 and 77 Ill Adm. Code 500.

**ARTICLE III
EXPENDITURE OF FUNDS**

3.1 Expenditures. DPH shall be responsible for disbursing to county coroners an appropriate share of the Death Certificate Surcharge Fund for monies collected during the preceding fiscal year. Payments shall be made to the order of the County and not to any specific individual.

**ARTICLE IV
TERM**

4.1 Term. This Agreement shall commence upon execution and, unless otherwise terminated by the Parties, shall continue through December 31, 2021.

INTERAGENCY AGREEMENT

Page 2 of 3

ARTICLE V TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

ARTICLE VI MISCELLANEOUS

6.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.2 Amendments. This Agreement shall not be modified verbally. This agreement shall only be modified or amended during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately. The exclusive venue of any action filed against DPH shall be in the Illinois Court of Claims.

6.4 Records Retention. The Parties shall maintain for a minimum of five (5) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee or agent of DPH or McLean County shall be individually or personally liable in connection with this Agreement, except for personal mis-appropriation of funds distributed under this agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Party. This Agreement shall inure to the benefit of and shall be binding upon DPH and McLean County and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the Illinois Vital Records Act (410 ILCS 535) and Vital Records Administrative Code (77 Ill Adm. Code 500) shall be given precedence.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

INTERAGENCY AGREEMENT

Page 3 of 3

6.9 Notices. All written notices, requests and communications may be made to the addresses set forth below.

To DPH:

Joseph T. Aiello
Deputy State Registrar
Division of Vital Records
925 E. Ridgely Avenue
Springfield, Illinois 62702

To County:

McLean County Coroner
P.O. Box 2400
Bloomington, IL 61702

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; or (c) funds appropriated are swept, de-appropriated, re-allocated, or not allocated.

6.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

COUNTY

John D. McIntyre
Authorized County Official (Printed Name)

[Signature]
County (Signature)

37-6001569
Federal Employer Identification Number (FEIN)

Date: 12-20-16

ILLINOIS DEPARTMENT OF PUBLIC HEALTH

Nirav D. Shah, M.D., J.D.
Director

Date _____

Members Gordon/Murphy moved the County Board approve a Request for Approval of Intergovernmental Agreement between Illinois Department of Public Health and McLean County. Coroner's Office. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Gordon, presented the following:

AMENDMENT TO CHILDREN'S WAITING ROOM AGREEMENT

This amendment, dated January 3, 2017, amends the agreement between the Eleventh Judicial Circuit Court ("Court"), McLean County ("County") and the Children's Home + Aid (CH+A) dated November 20, 2007 and subsequent renewal in 2009, 2014, 2015 and 2016.

All terms and conditions of the amended Agreement between the Court, County and CH+A dated November 20, 2007 and January 20, 2009, remain the same except the following:

RECITALS

4. Compensation of CH+A. For the services provided from January 3, 2017 through December 29, 2017 shall be paid as follows:

\$26,500 for the period commencing January 3, 2017 through December 29, 2017, payable in monthly installments of \$2,208.33 payable in advance on or about the first day of each month from January – December 2017.
5. Term and Right to Termination. This agreement shall commence upon its execution by the parties and shall expire at midnight on December 29, 2017. The Agreement may be terminated by any party upon thirty (30) days written notice to the other party. In such event, the CH+A shall continue to operate and be paid pro rata for all services under this Agreement through the date of termination.
10. The parties to the Agreement are hereby amended to reflect the current officials in those respective positions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated above.

CHILDREN'S HOME + AID,

ELEVENTH JUDICIAL CIRCUIT COURT,

Lisa Pieper, Regional Vice President

Kevin P. Fitzgerald, Chief Judge

COUNTY OF McLEAN,

ATTEST:

John McIntyre, Chairman
County Board of McLean County, IL

Kathy Michael, County Clerk
McLean County

**McLEAN COUNTY, IL
CHILDRENS' WAITING ROOM AGREEMENT**

This Agreement between the Eleventh Judicial Circuit Court ("Court"), the County of McLean ("County"), and the Children's Foundation ("Foundation") dated this 20th day of November, 2007.

RECITALS

A Children's Waiting Room shall be established by the Court and County on the third floor of the McLean County Law & Justice Center, 104 West Front Street, Bloomington, Illinois for the purpose of providing a temporary day care location for children between the ages of 6 weeks and 12 years who are, or whose parents or guardians are, appearing in court or conducting court business. The Children's Waiting Room shall be available for the commencement of operations on January 2, 2008.

Pursuant to 705 ILCS 105/27.7, the expense of establishing and maintaining as children's waiting room for children whose parents or guardians are attending court may be borne by the county and to defray that expense, the county, by Ordinance, requires the Circuit Clerk to charge and collect a \$5.00 fee to be paid by each party in civil cases.

The Children's Foundation has expertise in providing professional day care services and is qualified to operate child care programs and is desirous of providing same for the Court and the County in the Children's Waiting Room in the McLean County Law & Justice Center.

In consideration of the mutual covenants and undertakings set forth in this Agreement and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the Court, County and Foundation agree that the recitals set forth above are a part of this Agreement and further agree as follows:

1. **Project.** Under the terms of this Agreement, the Foundation shall operate the Children's Waiting Room in the McLean County Law & Justice Center ("Project") for the benefit of parents and guardians of such children who have court related business within the McLean County Law & Justice Center beginning January 2, 2008 between the hours of 8:30 a.m. to 12:15 p.m. and 1:15 p.m. to 4:30 p.m. and on such dates and times when the McLean County Law & Justice Center is open for court business. The parties agree that children between the ages of 6 weeks and 12 years will be eligible for the services of the Project. The Project is designed to accommodate a maximum of 13 children at any given time.
2. **Foundation's Responsibilities.** The Foundation shall operate the Project according to the terms of the Policies and Procedures Manual adopted by the Foundation and amended from time to time, a copy of which is attached as Exhibit A. Foundation shall provide qualified staff to fulfill the needs of the staff/children ratio requirements as provided in Exhibit A. The Foundation shall, at a minimum, provide the Project with a full-time coordinator who shall meet the requirements of the Illinois Department of Children and Family Services, volunteer caregivers, Illinois State University and Illinois Wesleyan University interns. The Foundation shall be responsible for the employment,

supervision, licensure, training, background checks, fingerprinting and payment of benefits for all such personnel. The Foundation shall be further responsible for furnishing adequate and necessary supplies and snacks for the Project.

3. **Court and County Responsibilities.** The Court and County agree to make available at their expense the necessary facilities, electricity, heating, air conditioning, furniture, equipment, security, and janitorial services for the Project.

4. **Compensation of Foundation.** For the services provided, the Foundation shall be paid \$8,000.00 upon execution of this Agreement. Upon the commencement of the operation of the Project by the Foundation, the Foundation shall be paid as follows:

\$33,000 for the period commencing January 2, 2008 through and including December 31, 2008, payable in equal quarterly installments as follows: \$8,250.00 on March 31, 2008; \$8,250.00 on June 30, 2008; \$8,250.00 on September 30, 2008; and \$8,250.00 on December 31, 2008.

It is the intent of the parties that the compensation paid to the Foundation shall only cover its direct expenses for wages and benefits of employees assigned to the Project plus expenses for adequate and necessary supplies and snacks for the Project. The Court and the County shall have the right to audit the cost and payroll records of the Foundation as they relate to the compensation being paid under this Agreement.

5. **Term and Right of Termination.** This Agreement shall commence upon its execution by the parties and shall expire at midnight on December 31, 2008. The Agreement may be terminated by any party upon 30 days written notice to the other parties. In such event, the Foundation shall continue to operate the Project and be paid pro rata for all services completed under this Agreement through the date of termination.
6. **Release of New Information.** The Foundation agrees to issue a media release on the opening of the Children's Waiting Room to all area news media. The County agrees to place Children's Waiting Room information on the McLean County government website. Posting of information about the availability and use of the Children's Waiting Room shall also be made by the County in the Law & Justice Center. The Court agrees to mail information about the availability and use of the Children's Waiting Room to members of the McLean County Bar Association.
7. **Hold Harmless.** The Foundation shall hold the Court and the County harmless and agree to indemnify the Court and the County from any and all claims, liabilities, judgments, costs, attorney fees, or expenses incurred the Court and the County which arise directly out of the operation by the Foundation of the Project; except, however, this hold harmless indemnification provision shall not apply to any claims, liabilities, judgments, costs, attorney fees, or expenses which arise as a result of the McLean County Law & Justice Center facilities, or acts or omissions of the Court or the County's employees or agents. The Foundation agrees to promptly notify the Court and the County upon the discovery of facilities needing repair or maintenance.

8. **Insurance.** The Foundation shall, during the term of this Agreement procure and maintain applicable Workers' Compensation insurance as required by the law of the State of Illinois and Comprehensive bodily injury and property damage liability insurance with not less than \$5,000,000 combined single limit liability per occurrence policy limits and shall show the Court and the County as additional insureds on such insurance policy. The Foundation agrees to provide the Court and the County with a Certificate of Insurance demonstrating compliance with this section upon request.
9. **Independent Contractor.** The Foundation is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the Court or the County in-so-far as the manner and means of performing the services and obligations of this contract. However, the Court and the County reserves the right to inspect the Foundation's work and service during the performance of this contract to ensure that this contract is performed according to its terms. The Foundation is obligated to furnish, at its own expense, all the necessary labor, supplies, and materials.
10. **Notices.** Any Notice required or permitted under the terms of this Agreement shall be deemed to have been given when delivered personally or by certified mail to the following contact person(s) at the following address(es):

To the Court: McLean County Circuit Court
c/o Chief Judge Elizabeth Robb
McLean County Law & Justice Center RM 511
104 West Front Street
Bloomington, IL 61701

To the County: McLean County Board
c/o Bill Wasson, County Administrator
Government Center RM 401
115 East Washington Street
Bloomington, IL 61701

To the Foundation: Children's Home + Aid Foundation
c/o Lisa Pieper, Regional Vice President
403 South State Street
Bloomington, IL 61701

11. **Assignment.** This Agreement shall inure to the benefit of and be binding on the parties herein and their respective successors and assigns; provided, however, that this Agreement may not be assigned by a party except upon the prior written consent of each other party to this Agreement.
12. **Entire Agreement; Amendments.** This Agreement, including any Exhibits and Schedules, sets forth the entire agreement between the parties and supersedes any and all other agreements, either oral or written, between the parties with respect to the subject matter of this Agreement. Any proposed modification or amendment of this Agreement must be made in writing and be executed by the parties herein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

CHILDREN'S FOUNDATION,

By: _____
Lisa Pieper, Regional Vice President

ELEVENTH JUDICIAL CIRCUIT COURT,

By: _____
Elizabeth Robb, Chief Judge

COUNTY OF McLEAN,

ATTEST:

By: _____
Matt Sorensen, Chairman
County Board of McLean County,
Illinois

Kathy Michael, Clerk of the
County Board of McLean County,
Illinois

Members Gordon/Buchanan moved the County Board approve a Request for Approval of an Amendment to the Children's Waiting Room Agreement between the Eleventh Judicial Circuit Court, McLean County and the Children's Home & Aid - Circuit Court. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried. (Member Scott Murphy abstained from the vote)

The Children's Room

The mission of The Children's Room at the McLean County Law & Justice Center is: *A collaborative approach by the legal system and child welfare to shield children from adult matters of courthouse proceedings.* The Children's Room was designed to provide a safe and secure area for children whose parents have courthouse business. The program's objective is to shelter children from the trauma of the criminal, juvenile, and domestic courtrooms. While the primary focus of the Children's Room is to protect the children, the program also benefits the operation of the court by limiting the noise and disruption associated with children in the courtroom.



Last year, the Children's Room had 517 child admissions for a total of 306 hours. Participants were primarily under five years of age. Monthly numbers of admissions includes:

Synopsis of Usage for FY2016:

Admissions:

July 2015:	34 Admissions
August 2015:	61 Admissions
September 2015:	47 Admissions
October 2015:	50 Admissions
November 2015:	41 Admissions
December 2015:	36 Admissions
January 2016:	29 Admissions
February 2016:	34 Admissions
March 2016:	40 Admissions
April 2016:	51 Admissions
May 2016:	50 Admissions
June 2016:	43 Admissions

Yearly Total:	517 Admissions
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Highest use:

By Day: Thursday

By Timeframe: Mornings

Most common reason for use:

1 st - Traffic	28%
2 nd - Family	26%
3 rd - Other	20%
4 th - Criminal	15%
5 th - DV/OP	11 %

Fiscal Year 2016 Evaluation Results

- 100% of consumers reported The Children's Room is a valuable resource
- 100% reported The Children's Room protected children from additional stress
- 100% reported The Children's Room protected their children from additional stress
- Provided diapers, clothes, snacks and formula to those in need

The Children's Room (TCR) requested parents after every admission to complete a client satisfaction survey and of those submitted all believed TCR protected children from additional stress, is a valuable resource, protected the parent from additional stress, was child-friendly, and all strongly agreed they were treated with respect by TCR staff.

Success Story

A mother of two children arrived at The Children's Room inquiring about services for her children. The Children's Room staff provided the mother a tour of the facilities and explained the services offered. During the tour, the mother stated she never left her children before with anyone, even her family. She expressed she felt she was doing something wrong by leaving her children and expressed concern of someone else being able to meet her children's needs, including feeding and diaper changes. The staff explained the paging system to the mother and shared the mother would be notified immediately if her children were to need her. After much assurance, the mother completed the registration information and made the decision to leave her children stating her husband needed her in court. The mother returned to pick up her children and observed them playing on the floor with the staff. She expressed gratitude to the worker for her keeping her children, stating she never thought she would be able to leave her children with someone she didn't know, but after meeting the worker felt she could trust the program. The mother's parting comment was "that's priceless, making a child happy."

**RENEWAL OF THE CONTRACT FOR CONSULTING SERVICES
FOR THE McLEAN COUNTY CRIMINAL JUSTICE COORDINATING COUNCIL**

This Contract was entered into on March 16, 2010 between the County of McLean, a Body Politic and Corporate, hereinafter known as, "the County", and the Board of Trustees of Illinois State University, on behalf of its Stevenson Center for Community and Economic Development, hereinafter known as "the Consultant"; and

WHEREAS, the County of McLean has authority under 55 ILCS 5-5.1005 to make all contracts and do all other acts in relation to the concerns of the County necessary to the exercise of its corporate powers; and

WHEREAS, there is a continuing need to provide statistical research and analysis services to the Criminal Justice Coordinating Committee (CJCC); and

WHEREAS, the Consultant has the capacity to provide such services;

NOW, THEREFORE:

1. The Consultant hereby agrees to provide research and analytical services to the CJCC.
2. The purpose of this professional services contract is to provide professional consulting services to the CJCC on an ongoing basis. Services will primarily consist of extracting data from the County's electronic justice information system, conducting standard statistical analysis using an evidence-based methodology, assisting the County in development of standardized reports to support management and/or policy decisions related to the justice system, and presenting reports of jail population characteristics, jail space utilization and related information to the CJCC, its Executive Committee and its sub-committees on no less than a monthly basis.
3. The County shall pay Consultant \$75.00 per hour for the consulting services. Consultant shall submit an invoice for the consulting services on a monthly basis, and County shall promptly pay the invoices within thirty (30) days of receipt. Consultant services shall not exceed 40 hours without prior approval of the Chair of CJCC.

The Consultant agrees to:

1. Perform his duties as Consultant as outlined in Paragraph 2 above. The Chair of the CJCC Executive Committee shall authorize and approve any special assignments to the Consultant and shall review and approve all bills submitted by the Consultant for payment. Consultant is expected to attend all meetings of the CJCC Executive Committee and all full CJCC meetings.
2. The Consultant, as an independent contractor, shall be responsible for coverage under the Workers' Compensation Act.

It is further agreed by both parties:

1. The Consultant is and shall be an independent contractor for all purposes, solely responsible for the results to be obtained and not subject to the control or supervision of the County in so far as the manner and means of performing the services and obligations of this agreement. However, the County reserves the right to review the Consultant's work and service during the performance of this contract to ensure that this contract is performed according to its terms.
2. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
3. The Consultant may engage the services of other qualified professionals to assist with the work assigned by the CJCC, but at all times the Consultant shall be solely responsible for the work products provided to the CJCC.
4. The parties agree to comply with all terms and provisions of the Equal Employment Opportunity Clause of the Illinois Human Rights Act.
5. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
6. No waiver of any breach of this contract or any provision hereto shall constitute a waiver of any other or further breach of this contract or any provision thereof.
7. This contract may be amended at any time by mutual agreement of the parties. Before any amendment is valid, it must first be reduced to writing and signed by both parties.
8. This contract may not be assigned by either party without the prior written consent of the other party.
9. This contract may be terminated for any of the following reasons:
 - a. At the request of the Consultant upon giving sixty (60) days' written notice prior to the effective date of cancellation. Any amounts owed Consultant to date of termination shall be paid within thirty (30) days of cancellation.
 - b. At the request of the County upon giving sixty (60) days' written notice prior to the effective date of cancellation. Any amounts owed Consultant to date of termination shall be paid within thirty (30) days of cancellation.
10. Renewal of this contract shall be effective, and consulting services shall **commence January 1, 2017 and continue through December 31, 2017.**

This contract shall be governed and interpreted in accordance with the laws of the State of Illinois. All

relevant provisions of the laws of the State of Illinois applicable hereto and required to be reflected are set forth herein and incorporated herein by reference.

Written notice shall be mailed by certified copy to the following address:

For the Criminal Justice Coordinating Committee:

Honorable Kevin P. Fitzgerald, Chief Judge
Eleventh Judicial Circuit
McLean County Law & Justice Center RM 511
104 W. Front Street
Bloomington, IL 61701

For the McLean County Board:

Mr. William Wasson
County Administrator
Government Center, Room 401
115 West Washington St.
Bloomington, Illinois 61702-2400

For the Consultant:

Dr. Frank Beck
Stevenson Center for Community and Economic Development
Campus Box 4200
Illinois State University
Normal, IL 61790-4200

11. This contract is severable and the invalidity or unenforceability of any provision of this agreement or any party hereto shall not render the remainder of this agreement invalid or unenforceable.
12. This agreement shall be binding upon parties hereto and upon the successors and interests, assigns, representatives, and heirs of such party.
13. The parties agree that the forgoing and the attached document(s), (if any), constitute all of the agreement between the parties.

IN WITNESS THEREOF, the parties have affixed their respective signature on the _____ day of December, 2016.

APPROVED:

The Board of Trustees of Illinois State University:

ISU Vice President and Provost for the
Consultant

Criminal Justice Coordinating Council:

Kevin P. Fitzgerald, Chief Judge
Criminal Justice Coordinating Council

McLean County:

John McIntyre, Chairman
McLean County Board

ATTEST:

Kathy Michael, County Clerk
McLean County, IL

Members Gordon/Schafer moved the County Board approve a Request for Approval of contract for the CJCC Consulting Services with the ISU Stevenson Center for January 1-December 31, 2017. - Circuit Court. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried. Members Rankin and Robustelli abstained from voting.

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
ILLINOIS STATE UNIVERSITY**

Whereas, The Board of Trustees of the Illinois State University, on behalf of its Police Department, (hereinafter " Illinois State University") has requested the County of McLean to provide booking services; and

Whereas, the County of McLean has booking facilities; and

Whereas, The Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourage intergovernmental cooperation and agreements;

NOW, THEREFORE, The parties hereto agree as follows:

1. The County of McLean (hereinafter "County") will perform booking services for Illinois State University which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons into custody.
2. The Illinois State University Police Department (hereinafter "ISU Police") shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. ISU Police may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The ISU Police will complete the necessary paperwork for each person delivered for booking. The County will not accept for booking any individuals needing or asking for medical care.
3. Within the context of this Agreement, Illinois State University shall have full responsibility for all individuals prior to their delivery for booking by the County. This responsibility shall include the cost of any medical care administered prior to the booking process. Within the context of this Agreement, the County shall have full responsibility for all individuals after their delivery for booking by the ISU Police. This responsibility shall include the cost of any medical care administered during the booking process.
4. Neither party to this Agreement shall be liable for any negligent or wrongful acts, either of commission or omission, chargeable to the other, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.
5. Illinois State University will pay the County a flat annual fee of One Thousand Three Hundred and Fifty Dollars and no cents (\$1,350.00) for booking services. The Illinois State University will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Amounts due hereunder shall be paid at the time of execution of the Agreement.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. Illinois State University may terminate this Agreement for any reason by giving the County six (6) months written notice of its intent to terminate.

8. This Agreement shall be in effect from January 1, 2017 through December 31, 2017. Thereafter, this Agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Illinois State University shall be sent to:

Chief Aaron Woodruff
Illinois State University Police Department
Campus Box 9240
Normal, IL. 61790

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Dr. Levester Johnson, Vice President for
Student Affairs, Illinois State University

Date

Aaron Woodruff, Chief of Police
Illinois State University

Date

APPROVED AS TO FORM:

Lisa Huson, General Counsel
Illinois State University

Date

APPROVED:

John McIntyre, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

APPROVED AS TO FORM:

Don Knapp, First Assistant
McLean County State's Attorney

Date

Members Gordon/Cavallini moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the Illinois State University for Centralized Booking. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried. (Members Rankin and Robustelli abstained from voting)

JUSTICE COMMITTEE:
Member Gordon, presented the following:

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE CITY OF BLOOMINGTON**

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Seven Thousand One Hundred and Eight Dollars and no Cents (\$27,108.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Two Hundred and Fifty Nine Dollars and no Cents (\$2,259.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2017 through December 31, 2017. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Brendan Heffner, Chief of Police
Bloomington Police Department
305 S. East
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every provision in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Tari Renner, Mayor, City of Bloomington

Date

Brendan Heffner, Chief of Police, City of Bloomington

Date

ATTEST:

Cherry Lawson, City Clerk, City of Bloomington

Date

APPROVED:

John McIntyre, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

Members Gordon/Murphy moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the City of Bloomington for Centralized Booking. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried. (Member Wollrab abstained from voting)

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE COUNTY OF McLEAN
AND
THE TOWN OF NORMAL**

Whereas, the Town of Normal has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the Town of Normal which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The Town of Normal Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The Town may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The Town will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The Town will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The Town of Normal shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the Town of Normal. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the Town harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the Town of Normal pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The Town of Normal will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the Town, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions or any actions seeking recovery of money or other remedies.

5. The Town will pay the County at an annual rate of Twenty Seven Thousand One Hundred and Eight Dollars and no Cents (\$27,108.00) per year for booking services. The Town will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.
6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Two Hundred and Fifty Nine Dollars and no Cents (\$2,259.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement. Accordingly, the Town of Normal may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2017 through December 31, 2017. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Normal Police Department shall be sent to:

Rick Bleichner, Chief of Police
Normal Police Department
100 E. Phoenix
Normal, IL. 61761

Notices to County of McLean shall be sent to:

Greg Allen, Chief Deputy
McLean County Sheriff's Department
104 West Front Street
P.O. Box 2400
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any

part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.

14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.
16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.
17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

Chris Koos, Mayor, Town of Normal

Date

Rick Bleichner, Chief of Police, Town of Normal

Date

ATTEST:

Wendellyn Briggs, Town Clerk, Town of Normal

Date

APPROVED:

John McIntyre, Chairman, McLean County Board

Date

Jon Sandage, Sheriff of McLean County

Date

ATTEST:

Kathy Michael, Clerk of the County Board of
McLean County, IL

Date

Page 3 of 3

Members Gordon/Caisley moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the Town of Normal for Centralized Booking. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

JUSTICE COMMITTEE:
Member Gordon, presented the following:

Notice of State Award

The Notice of State Award is intended to certify that the subgrantee concurs with any and all special conditions identified during the Financial & Administrative internal control questionnaire (ICQ) and the Programmatic internal control questionnaire.

THIS DOCUMENT DOES NOT AUTHORIZE ANY EXPENDITURES

STATE OF ILLINOIS GRANT INFORMATION			
State Award Identification	Name of State Agency (Grantor): Illinois Emergency Management Agency Department/Organizational Unit: Bureau of Preparedness and Grant Administration		
State Award Identification Number (SAIN)	588-00-1465 (F)		
State Program Description	Band 14 Spectrum Relocation Grant Program		
Announcement Type	<input checked="" type="checkbox"/> Initial announcement <input type="checkbox"/> Modification of an existing award (explain):		
Agency (Grantor) Contact Information	Bob Evans- Bob.P.Evans@illinois.gov - (217) 557-4788		
GRANTEE INFORMATION			
Grantee /Subrecipient Information	Name: McLean County Sheriff Address: 104 West Front Street, Bloomington, IL 61701 Phone: 309-888-5034 Email: brent.wick@mcleancountyil.gov DUNS# : 142121982 FEIN # : 376001569		
Period of Performance	Start and End date: August 1, 2016-July 31, 2017		
FUNDING INFORMATION			
FUND	CSFA	CFDA	AMOUNT
710	588-00-1465	11.014	\$871,304.81
TOTAL			\$871,304.81
TERMS AND CONDITIONS			
(M) Currently used by State of Illinois for "Match" or "Maintenance of Effort" (MOE) requirements on Federal Funding. Funding is subject to Federal Requirements and may not be used by Grantee for other match requirements on other awards			

Grantee Indirect Cost Rate Information	Rate: n/a Base: n/a Period: n/a
Research & Development	<input type="checkbox"/> Yes, provide description: <input checked="" type="checkbox"/> No
Cost Sharing or Matching Requirements	<input type="checkbox"/> Yes, provide description <input checked="" type="checkbox"/> No
Uniform Term(s)	<ul style="list-style-type: none"> ➤ CODE of FEDERAL REGULATIONS Title 2: Grants and Agreements PART 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200) ➤ Grant Accountability and Transparency Act (GATA), 30 ILCS 708/1 ➤ Illinois Administrative Code
Grantor-Specific Term(s)	<i>Sub-grantees must complete and submit to IEMA a quarterly claims form/report that is due 30 days after the end of each quarter. The claim form/report is a requirement that must be submitted by the sub-grantee even if there are no reimbursable expenses to claim. The reporting period for claim forms/reports are August 1-October 31, 2016 (due within two weeks of the grant agreement execution), November 1, 2016-January 31, 2017 (due February 28, 2017), February 1, 2017-April 30, 2017 (due May 30, 2017), and May 1, 2017-July 31, 2017 (due August 30, 2017).</i>
Project-Specific Term(s)	<i>In order to receive reimbursement, all projects must be pre-approved activities listed in the sub-grantees grant application.</i>

SPECIFIC CONDITIONS ASSIGNED TO GRANTEE		
	<u>FISCAL & ADMINISTRATIVE</u>	<u>PROGRAMMATIC</u>
(1) The nature of the additional requirements	None	None
(2) The reason why the additional requirements are being imposed	None	None
(3) The nature of the action needed to remove the additional requirement, if applicable	None	None
(4) The time allowed for	None	None

<i>completing the actions if applicable</i>		
<i>(5) The method for requesting reconsideration of the additional requirements imposed</i>	None	None

SIGNATURE

McLean County
Institution/Organization

Signature

John McIntyre
Name of Official

County Board Chairman
Title

Date of Execution



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
MCLEAN COUNTY**

The Illinois Emergency Management Agency (Grantor), with its principal office at 2200 South Dirksen Parkway, Springfield, Illinois 62703, and McLean County (Grantee), with its principal office at 104 West Front Street, Bloomington, IL 61701, hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that **142121982** is Grantee's correct DUNS number, that **376001569** is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Governmental Unit.

1.2. Amount of Agreement. Grant Funds shall not exceed **\$871,304.81** of which **\$871,304.81** are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. The Grantee is required to match these funds with eligible expenses as outlined in Exhibit C.

1.3. Identification Numbers. The Federal Award Identification Number (FAIN) is **17-10-R16005**. The Catalog of Federal Domestic Assistance Number (CFDA) is **11.014**. The Catalog of State Financial Assistance (CSFA) Number is **588-00-1465**.

1.4. Term. This Agreement shall be effective on **August 1, 2016**, and shall expire on **July 31, 2017**, unless terminated pursuant to this Agreement.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that

any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Emergency Management Agency

McLean County

By: _____
James K. Joseph, Director

By: _____
John McIntyre, County Board Chairman

Date: _____

Date: _____

By: _____
Jenifer L. Johnson, Chief Legal Counsel

By: _____
Signature of Designee

Date: _____

Printed Name: _____

By: _____
Brett Cox, Chief Fiscal Officer

Printed Title: _____

Date: _____

ARTICLE II REQUIRED REPRESENTATIONS

2.1. Standing and Authority. Grantee warrants that:

- (a) Grantee is a governmental entity.
- (b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.
- (c) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.
- (d) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5. Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

ARTICLE III DEFINITIONS

3.1. Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

"2 CFR Part 200" means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

"Agreement" or "Grant Agreement" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Allocable Costs" means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

"Allowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Budget" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CFDA" or "Catalog of Federal Domestic Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Close-out Report" means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

"Conflict of Interest" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Consolidated Financial Report" means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

"Cost Allocation Plan" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"CSFA" or "Catalog of State Financial Assistance" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Direct Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Disallowed Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"DUNS Number" means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee's organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

"FAIN" means the Federal Award Identification Number.

"FFATA" or "Federal Funding Accountability and Transparency Act" has the same meaning as in 31 USC 6101; P.L. 110-252.

"Fixed-Rate" has the same meaning as in 44 Ill. Admin. Code 7000.20. "Fixed-Rate" is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

"GAAP" or "Generally Accepted Accounting Principles" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Grant Funds" has the same meaning as in 30 ILCS 705.

"Indirect Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Indirect Cost Rate" means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Net Revenue" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Net Revenue" is synonymous with "Profit."

"Nonprofit Organization" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Notice of Award" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"OMB" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with "Net Revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Program Income" has the same meaning as in 44 Ill. Admin. Code 7000.20.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

"State" means the State of Illinois.

"Term" has the meaning set forth in Paragraph 1.4.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.20.

ARTICLE IV PAYMENT

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Illinois Grant Funds Recovery Act. Any Grant Funds remaining at the end of the Agreement period which are not expended or legally obligated by Grantee shall be returned to Grantor within forty-five (45) days after the expiration of this Agreement in accordance with the Grant Funds Recovery Act (30 ILCS 705/1 *et seq.*). In the event of a conflict between the Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

4.3. Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4. Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5. Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under Exhibit A may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6. Interest.

(a) All interest earned on Grant Funds held by a Grantee shall become part of the Grant Funds when earned and be treated accordingly for all purposes, unless otherwise provided in **PART TWO** or **PART THREE**. 30 ILCS 705/10.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8) or prohibited from doing so by state law. All interest earned shall be considered Grant Funds and are subject to the same restrictions, unless there is an applicable Federal program rule that takes precedence.

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; *see also* 30 ILCS 705/10.

4.7. Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

(a) Documentation for grant fund usage must be submitted in accordance with 32 Illinois Administrative Code 501.80. Guidance is also provided in Exhibit E of this agreement.

4.8. Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for

approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit H. Grantee shall adhere to the specific conditions listed therein.

ARTICLE VI BUDGET

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application will be final and is incorporated herein as an attachment. However, a revised Budget is incorporated if submitted to Grantor and thereafter approved.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

ARTICLE VII ALLOWABLE COSTS

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) This Paragraph 7.2 applies only to:

(i) A Grantee who charges, or expects to charge, any Indirect Costs; and

(ii) A Grantee who is allowed to charge Indirect Costs under federal or state statutes, state administrative rules, and agency or program rules, regulations and policies.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations for approval no later than three months after the effective date of the Award, in a format prescribed by Grantor.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule-based or programmatic limit.

7.3. Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.6. Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.5).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit H** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement.

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.7. **Federal Requirements.** All Grants, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 III. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.6.

7.8. **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. *See, e.g.,* 2 CFR 200.400(g); *see also* 30 ILCS 708/60(a)(7).

7.9. **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1. **Certifications.** Grantee shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 2012 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the

debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (*See* 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. **Mandatory Criminal Disclosures.** Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Both Parties, their employees and subcontractors under subcontract made pursuant to this Agreement, remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same

purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5. Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1. Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2. Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4. Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three month period covered by the report. Additional information regarding required financial reports may be set forth in Exhibit H. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3. Annual Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by PART TWO or PART THREE.

(b) Grantees shall submit Annual Financial Reports within 180 days after the Grantee's fiscal year ending on or after June 30. This deadline may be extended at the discretion of the Grantor.

(c) The Annual Financial Report must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Annual Financial Report must cover the same period as the Grantee's tax return.

(d) Annual Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Annual Financial Report.

(e) Annual Financial Reports shall follow a format prescribed by Grantor.

(f) Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

13.4. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO or PART THREE. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. In unusual circumstances where more frequent reporting is necessary some Grantees may be required to submit monthly Performance Reports; in such cases, Grantor shall notify Grantee of same in PART TWO or PART THREE. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3. Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in PART TWO or PART THREE of this Agreement.

14.4. Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in Exhibit F. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1. Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2. Single and Program-Specific Audits. If Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined) during its fiscal year, it must have a single audit or program-specific audit conducted for that year as required in 2 CFR 200.501 and other applicable sections of Subpart F. The audit and reporting package (including data collection form) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (Program-specific audit). The audit (and package) must be submitted to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine months after the end of the audit period, whichever is earlier.

15.3. Financial Statement Audit. If Grantee expends less than \$750,000 in Federal Awards during its fiscal year and is not subject to the audit requirements in 15.2, but receives between \$300,000 and \$499,999 in

Federal and State Awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Auditing Standards (GAAS); if Grantee expends between \$500,000 and \$749,999 in Federal and State awards combined, Grantee must have a financial statement audit conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS). Grantee shall submit these financial statement audit reports to Grantor either within (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 calendar days after the end of the audit period, whichever is earlier.

15.4. Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by the Illinois Auditor General, or a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois. For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter.

15.5. Report Timing. Notwithstanding anything herein to the contrary, when such reports or statements required under this section are prepared by the Illinois Auditor General, if they are not available by the above-specified due date, they will be provided to Grantor within thirty (30) days of becoming available.

ARTICLE XVI TERMINATION; SUSPENSION

16.1. Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant;

(iii) For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(c) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, Grantee may avail itself of any opportunities to object and challenge such suspension or termination in accordance with any applicable written processes and procedures. 2 CFR 200.341.

16.4. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

i. Grantor expressly authorizes them in the notice of suspension or termination; and

ii. The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.5. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII SUBCONTRACTS/SUB-GRANTS

17.1. Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2. Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

ARTICLE XVIII NOTICE OF CHANGE

18.1. Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2. Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3. Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4. Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5. Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

ARTICLE XIX REORGANIZATION

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

ARTICLE XX AGREEMENTS WITH OTHER STATE AGENCIES

20.1. Applicability. This ARTICLE XX applies to Grantees that are not an instrumentality of the State of Illinois. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. 2 CFR 200.64.

20.2. Agreement Disclosure. Grantee shall fully disclose, in **Exhibit G**, all contracts and other agreements to which it is a party or it anticipates entering into within one month after the effective date of this Award with any other State agency. For each contract or agreement, Grantee shall indicate:

- (a) The name of the State agency;
- (b) The number of the contract(s) or other agreement(s);
- (c) The estimated amount of the contract(s) or other agreement(s);
- (d) The term of the contract(s) or other agreement(s); and
- (e) The nature or purpose of the contract(s) or other agreement(s).

If Grantee has multiple Agreements with Grantor for the same fiscal year, Grantee only needs to supplement its previously submitted **Exhibit G**.

20.3. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

ARTICLE XXI CONFLICT OF INTEREST

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in Paragraph 20.1, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

ARTICLE XXII EQUIPMENT OR PROPERTY

22.1. Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2. Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3. Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by either the President’s Office of Management and Budget, the Governor’s Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

ARTICLE XXIII PROMOTIONAL MATERIALS; PRIOR NOTIFICATION

23.1. Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase “Funding provided in whole or in part by the [Grantor].” Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

ARTICLE XXIV INSURANCE

24.1. Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

ARTICLE XXV LAWSUITS

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance.

Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Liability. Neither Party shall be liable for actions chargeable to the other Party under this Agreement including, but not limited to, the negligent acts and omissions of Party's agents, employees or subcontractors in the performance of their duties as described under this Agreement, unless such liability is imposed by law. This Agreement shall not be construed as seeking to enlarge or diminish any obligation or duty owed by one Party against the other or against a third party.

ARTICLE XXVI MISCELLANEOUS

26.1. Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2. Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3. Exhibits and Attachments. **Exhibits A through H, PART TWO, PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4. Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

26.5. Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.

26.6. Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.

26.7. No Waiver. No failure of either Party to assert any right or remedy hereunder will act as a waiver of either Party's right to assert such right or remedy at a later time or constitute a course of business upon which either Party may rely for the purpose of denial of such a right or remedy.

26.8. Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.

26.9. Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.

26.10. Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

26.13. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.14. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.16. Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

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EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant from the U.S. Department of Commerce (USDOC), National Telecommunications and Information Administration (NTIA) for Band 14 Incumbent Spectrum Relocation. The purpose of the Band 14 Incumbent Spectrum Relocation Grant Program is to establish a grants program to assist eligible state, county and municipal public safety entities (incumbents) in relocating their currently active communication operations from frequencies 758.00 to 769.00 MHz and 788.00 to 799.00 MHz to other frequency assignments allocated by the Federal Communications Commission (FCC). As described in the Middle Class Tax Relief and Job Creation Act of 2012, the First Responder Network Authority (FirstNet) holds a single, nationwide FCC license to utilize Band 14 spectrum frequencies for the purposes of developing, building and operating the Nationwide Public Safety Broadband Network (NPSBN). A number of incumbents around the nation continue to operate narrowband systems on the FirstNet-licensed Band 14 frequencies under previously issued FCC authorization. They must relocate their communications operations from Band 14 to ensure unencumbered spectrum which is necessary for successful NPSBN development, deployment and operations.

The Grantee submitted a proposal to the Grantor detailing a Band 14 incumbent spectrum relocation eligible project that is consistent with the grant program guidance and compatible with other components of the Grantor's Band 14 incumbent spectrum relocation grant program award.

The purpose of this Agreement is to provide for the undertaking by Grantee of the deliverables described in Exhibit B. The undertaking of these Tasks by the Grantee will further the development, deployment, and operation of a NPSBN.

EXHIBIT B

DELIVERABLES OR MILESTONES

- Task 1: The Grantee shall identify a vendor to procure communications equipment to replace current communications equipment in order to ensure no degradation in capability, functionality, operational efficiency and safety as a result of equipment modifications/replacements from the Band 14 incumbent spectrum relocation project.
- Task 2: The Grantee shall program the communications equipment once it has been obtained.
- Task 3: The Grantee shall set up logistics for getting the communications equipment distributed and installed.
- Task 4: The Grantee shall provide internal training on the use of the communications equipment.

EXHIBIT C

PAYMENT

Grantee shall receive **\$871,304.81** under this Agreement.

	GRANTOR	GRANTEE	TOTAL
<u>Equipment</u>	\$871,304.81	\$0.00	\$871,304.81
TOTALS	\$871,304.81	\$0.00	\$871,304.81

The Grantor compensation to the Grantee for each line item for each deliverable stated above shall not exceed the Grantor share for the line item stated above. Such compensation by the Grantor is contingent on the receipt of timely, complete, and proper documentation from the Grantee in accordance with this Agreement.

EXHIBIT D
CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Robert Evans
Title: HMEP Grant Program Manager
Address: 2200 S. Dirksen Parkway
Springfield, IL 62703
Phone: 217-557-4788
E-mail: Bob.P.Evans@illinois.gov

GRANTEE CONTACT

Name: Brent Wick
Title:
Address: 104 West Front Street
Bloomington, IL 61701
Phone: 309-888-5034
E-mail: brent.wick@mcleancountyil.gov

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit to the Grantor a quarterly claims reimbursement form and associated documentation in accordance with the schedule set out below. The Grantee shall use the quarterly form to provide reports on the Band 14 Incumbent Spectrum Relocation programmatic and financial activities of the Grantee during each quarter and to claim reimbursement for those Band 14 Spectrum Relocation grant activities.

The Grantee shall submit vendor invoices, and any existing documentation for each item for which the Grantee is requesting reimbursement to prove expenses are in compliance with the approved grant application. The Grantee shall also use the form to detail work completed toward each Task described in Exhibit B during that reporting period, with the specific content as detailed in section 14.3 of this Agreement.

The quarterly reporting schedule is as follows:

Quarter 1: August 1, 2016 – October 31, 2016: Due within two weeks of Agreement execution

Quarter 2: November 1, 2016 – January 31, 2017: Due February 28, 2017

Quarter 3: February 1, 2017 – April 30, 2017: Due May 30, 2017

Quarter 4 (Final): May 1, 2017 – July 31, 2017: Due August 30, 2017

EXHIBIT F
PERFORMANCE STANDARDS

Performance standards include:

1. Appropriate use of grant funds in accordance with the approved budget outlined in Exhibit C, and the terms outlined in this Agreement.
2. The timely submittal of required documentation, as defined in Exhibit E of this Agreement.
3. Adequate results from grant sub-recipient monitoring conducted by the Grantor.

EXHIBIT G

STATE AGENCY CONTRACTS

For each contract or other agreement to which Grantee is a party with any other State agency, state:

1. The name of the State agency;
2. The number of the contract(s) or other agreement(s);
3. The estimated amount of the contract(s) or other agreement(s);
4. The term of the contract(s) or other agreement(s); and
5. The nature or purpose of the contract(s) or other agreement(s).

EXHIBIT H
SPECIFIC CONDITIONS

None.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

None.

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

None.

Members Gordon /Caisley moved the County Board approve a Request for Approval of an Intergovernmental Agreement between the County of McLean and the State of Illinois, Illinois Emergency Management Agency for radio replacement. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

**AN ORDINANCE BY THE McLEAN COUNTY BOARD
AMENDING CHAPTER 165 ANIMALS AND CHAPTER 205 FEES,
ARTICLE XVIII. MISCELLANEOUS CODE FEES, SECTION 205-87 IN
THE McLEAN COUNTY CODE**

WHEREAS, the McLean County Board has certain ordinances which promulgate certain rules and regulations pertaining to the regulation of Animals; and

WHEREAS, the Animal Control Department has recommended changes to the Code pertaining to Animals and Animal fees; and

WHEREAS, the Finance Committee at their December 7, 2016 meeting has concurred with such recommendation, now, therefore

BE IT ORDAINED by the County Board of McLean County, now in regular session, that the aforesaid Chapter 165 and Chapter 205-87 are hereby amended to read as follows:

(Additions are indicated by text and stricken material by ~~text~~)

Chapter 165. Animals

Article I. Definitions and Authority

§ 165-1. Definitions.

[Amended 6-19-1984; 1-21-1986; 12-16-1986; 9-20-1994; 7-17-2008]

For the purposes of this chapter, the terms defined in this section shall have the meanings given them.

ADMINISTRATOR The person appointed by the County Board to serve as Administrator provided in 510 ILCS 5/2.01 and 510 ILCS 5/3.

AGENT Any person licensed to practice veterinary medicine in the State of Illinois who maintains a current service agreement with ~~the McLean County Board of Health~~.

ALTERED A dog or cat that has been surgically spayed or neutered, making them incapable of reproduction.

ANIMAL Every living creature, other than man, which may be affected by rabies.

ANIMAL CONTROL CENTER FACILITY The McLean County Animal Control Center licensed as an animal control facility per 225 ILCS 605/2.

CAT All members of the family Felis catus (domesticated cat) which have attained the age of four months or more.

DANGEROUS DOG

E:\ANIMAL CONTROL\2016 Code Update\Amendment to Chapter 165 Animals and Animal Fees 205.docx

[Added 2-17-2015]

A. Any individual dog anywhere other than upon the property of the owner or custodian of the dog and unmuzzled, unleashed, or unattended by its owner or custodian that behaves in a manner that a reasonable person would believe poses a serious and unjustified imminent threat of serious physical injury or death to a person or a companion animal; or

B. A dog that, without justification, bites a person and does not cause serious physical injury.

DANGEROUS DOG TAG A unique tag that is used to identify a dangerous dog for any jurisdiction in the County of McLean. The dangerous dog tag shall be purchased annually by the dog owner and affixed to the dangerous dog's collar or harness at all times and clearly visible.

DOG All members of the family *Canis familiaris*, *Canidae* (domesticated dog) which have attained the age of more than four months.

EUTHANIZATION The act or practice of painlessly putting to death dogs, puppies, cats, and kittens.

FERAL CAT A cat that is born in the wild or is the offspring of an owned or feral cat and is not socialized, is a formerly owned cat that has been abandoned and is no longer socialized, or lives on a farm. Once a cat becomes socialized and lives within a dwelling that is shared with humans, it can no longer be classified as a feral cat and shall be considered a *Felis catus* (domesticated cat).

KITTEN All members of the family *Felis catus* (domesticated cat) which have not yet attained the age of four months.

LITTER The offspring at one birth of a multiparous dog or cat comprised of two or more kittens or puppies.

OFFICIALLY VACCINATED

A. The inoculation for rabies of a dog or cat with a vaccine administered by a licensed veterinarian by the route and in the amount recommended by the producer of the vaccine.

B. A County rabies registration tag has been issued through the inoculating veterinarian.

C. Pertinent information has been properly recorded on a certificate as prescribed by the McLean County Board of Health ~~Department~~.

D. Valid registration payment received.

OWNER Any person who has obtained the age of 18 years and having a right of property in any animal, who keeps or harbors any animal, who has it in his or her care,

or acts as its custodian, or who knowingly permits any animal to remain on or about any premises occupied by him or her. "Owner" does not include a feral cat caretaker participating in an approved trap, spay/neuter, return or release program.

PERSON Any person, firm, corporation, partnership, society, association or other legal entity, or any public or private institution of the State of Illinois, municipal corporation or political subdivision of the state, or any other business unit.

PUPPY All members of the *Canis familiaris*, *Canidae* (domesticated dog) which have not yet attained the age of four months.

REGISTER The submission of an approved McLean County Registration Form together with payment of the full registration fee for dogs and cats set forth in Chapter 205-87 Fees to the McLean County Animal Control Center either directly or through a veterinarian who has entered into an agreement with the McLean County Animal Control Center for registration and collection of fees.

SERVICE AGREEMENT The written agreement between the McLean County Board of Health and an agent for the following:

- A. Altering of animals; and
- B. Microchipping; and
- C. Distribution of tags; and
- D. Rabies vaccination of animals; and
- E. Completion and submission of rabies certificates.

SUBDIVIDED AREA Any area of land for which a subdivision plat has been recorded in the Office of the County Recorder of McLean County, Illinois, including all the area within the boundaries of said plat.

~~**SUMMARILY SEIZE** Any duly authorized personnel of the Health Department or any Illinois law enforcement officer has authorization by this chapter to take into custody any dog or cat and hold said dog or cat for seven business days from the date of seizure, not including the day of seizure. The dog or cat owner shall be responsible for all applicable fees. If the dog or cat owner does not reclaim said dog or cat within seven business days, it becomes the property of McLean County.~~

SURRENDER OF OWNERSHIP The release of ownership of a dog, puppy, cat or kitten by its owner to the McLean County Animal Control Center.

VICIOUS DOG A dog that, without justification, attacks a person and causes serious physical injury or death or any individual dog that has been found to be a dangerous dog upon three separate occasions.
[Added 2-17-2015]

VICIOUS DOG TAG A unique tag that is used to identify a vicious dog for any jurisdiction in the County of McLean. The vicious dog tag shall be purchased annually by the dog owner and affixed to the vicious dog's collar or harness at all times and clearly visible.

§ 165-2. ~~Reserved Board of Health authority to supervise animal control.~~

~~[Amended 7-17-2008; 2-17-2015]~~

~~The McLean County Board of Health shall supervise and oversee all personnel, operations, maintenance and safe upkeep of the McLean County Animal Control Department beginning January 1, 1984, except that any capital improvement to the animal shelter \$10,000 and over shall be by the appropriate County Board committee as outlined in the Rules of the County Board, as amended. [1]~~

~~A. Annual financial subsidization. Annual financial subsidization for the McLean County Animal Control Department shall be budgeted from the McLean County Health Fund by the Board of Health beginning January 1, 1984, subject to the approval of the County Board.~~

~~B. Amendments. Should the McLean County Board of Health deem it necessary to propose, change, amend or alter this chapter, it shall advise the McLean County Board in writing and seek ordinance approval prior to implementation.~~

~~[1] Editor's Note: See Ch. 20, County Board, Art. II.~~

§ 165-3. Vaccination of dogs and cats.

[Added 7-17-2008]

Every owner of a dog or cat four months of age shall have each dog or cat inoculated against rabies by a licensed veterinarian. Every dog or cat shall have a second rabies vaccination within one year of the first. Terms of subsequent vaccine administration and duration of immunity must be in compliance with USDA licenses of vaccines used. Dogs and cats shall maintain a current rabies vaccination at all times. Evidence of such rabies inoculation shall be entered on a certificate that shall be approved by the McLean County Board Health Department.

Article II. Registration of Dogs and Cats

§ 165-4. Registration and proof of vaccination required.

[Amended 6-19-1984; 1-21-1986; 12-20-1988; 7-17-2008]

Every person residing in McLean County who is the owner of a dog or cat shall register said dog or cat with the County of McLean.

A. The registration fee shall be as set forth in Chapter 205-87, Fees. Registration fees shall be discounted a maximum of \$1 per registration for:

[Amended 10-16-2012; 10-21-2014; 2-17-2015]

- (1) Any dog or cat registered by a not-for-profit animal care/rescue organization at an approved rabies vaccination clinic operated in accordance with rules promulgated by the County Administrator; or
- (2) Any dog or cat registered at a rabies vaccination clinic offered by the McLean County Animal Control Center ~~Program~~.

B. Registration tag.

- (1) Any person owning or having a dog or cat in his or her possession or custody shall have displayed upon the dog or cat a County rabies registration tag or, in the immediate possession of the person then in control of the dog or cat, proof that the dog or cat has been officially vaccinated by a licensed veterinarian and registered with McLean County, which must be displayed upon demand by any person or agent of the ~~Health Department~~ Animal Control Center duly authorized to enforce this chapter or any Illinois law enforcement officer.
- (2) The tag commonly called a "County rabies registration tag" ~~approved by the Health Department~~ shall create a presumption that the dog or cat is vaccinated and registered with the County of McLean; however, this presumption shall not apply if any duly authorized personnel of the Animal Control Center ~~Health Department~~ or any Illinois law enforcement officer has information that the dog or cat is in fact not registered.

- C. Any duly authorized personnel of the Animal Control Center ~~Health Department~~ or any Illinois law enforcement officer is authorized and may summarily seize and impound as a public nuisance any dog or cat for which proof of current vaccination for rabies and registration is not displayed on or is not in the immediate possession of the person then in custody or possession of such dog or cat for which the duly authorized personnel or law enforcement officer has information that the dog or cat is not officially vaccinated and registered with the County of McLean. A dog or cat which is not claimed after seven business days from the date of seizure (not counting the date the dog or cat is seized) shall become the property of the County of McLean.

- D. The requirement that a dog or cat be vaccinated and registered with the County of McLean shall not apply to persons owning or possessing a dog or cat which is temporarily in the County as an entrant in a public exhibition, contest or show sponsored by a dog or cat club association or similar organization held in the City of Bloomington, Town of Normal or McLean County. However, for this exception to apply the sponsor of the exhibition, contest or show must have given prior written notice of the public exhibition, contest or show to the McLean County Animal Control Center ~~or the McLean County Health Department~~. The following are exempt from this penalty: feral cat caretakers who are participating in an approved trap, neuter release program, assistance dogs, guide dogs, hearing dogs, and any service dog for a municipality or governmental agency.

- E. The Administrator is authorized to enter into agreements with veterinarian's for the submission of approved McLean County Registration forms and fees.
- F. The fee charged for the registration of dogs or cats shall be paid at the McLean County Animal Control Center ~~Health Department, McLean County Animal Center,~~ or at veterinarian offices that have entered into agreements with the designated by the McLean County Animal Control Center ~~Health Department~~ ~~as agents~~ for registration and collection of fees.
- G. Every owner of a dog or cat which is inoculated against rabies in the County of McLean shall be issued a County rabies registration tag by the inoculating veterinarian. Replacement tags will be issued at McLean County Animal Control Center ~~Health Department~~ at a fee set forth in Chapter 205-87, Fees.
[Amended 2-17-2015]
- H. Change in ownership; new residents.
- (1) If the ownership of a dog or cat changes, the following apply:
- (a) Dogs or cats shall be registered anew within 30 days of a change in ownership.
- (b) No additional fee shall be charged to a new owner for the registration of a dog or cat which has been previously registered during the course of the same calendar year.
- (2) New residents to McLean County shall register their dogs or cats with ~~notify~~ the McLean County Animal Control Center ~~Health Department~~ within 30 days and pay applicable registration fees for each dog and cat.

§ 165-5. Exemptions from registration fees.

[Amended 6-19-1984; 1-21-1986; 7-17-2008]

No registration fee shall be assessed to those owners who are using a dog as an assistance dog, guide dog, hearing dog, and any service dog for a municipality or governmental agency or feral cat caretaker.

§ 165-6. Penalties; disposition of fines.

[Amended 6-19-1984; 7-17-2008]

Any person found in violation of any of the provisions of this article regarding the registration of dogs or cats shall be guilty of a petty offense for the first or second offense and shall be fined not less than \$100 nor more than \$250, and for a third and subsequent offenses is guilty of a Class C misdemeanor, punishable by a fine of not more than \$500 or imprisonment for not more than 30 days, or both. All fines shall be used for animal control and to otherwise effectuate the intent and purpose of this chapter.

Article III. Dogs Running at Large

§ 165-7. Running at large prohibited.

- A. It shall be unlawful for any person to permit a dog to run at large in any unincorporated area of this County which has been subdivided for residence purposes. Any dog found running at large contrary to the provisions of this section may be apprehended and impounded by authorized personnel of the Animal Control Center or any Illinois law enforcement officer.
- B. A dog found running at large a second or subsequent time shall be spayed or neutered within 30 days after being reclaimed unless already spayed or neutered. Failure to comply shall result in impoundment of the dog.
[Added 7-17-2008]

§ 165-8. Enforcement.

- A. It shall be the duty of the Animal Control Administrator to enforce all provisions of this chapter pursuant to his/her authority under the Animal Control Act, 510 ILCS 5/1 et seq.
- B. Any duly authorized personnel of the Animal Control Center~~Health Department~~, any Illinois law enforcement officer, the Sheriff or Sheriff's Deputy of McLean County is hereby authorized, empowered, and ordered to exercise all powers and duties necessary or related to the implementation, execution, and enforcement of the provisions of this chapter.
[Amended 7-17-2008]

§ 165-9. Penalties; disposition of fines.

Any person found in violation of any provision of this article shall be subject to a fine not to exceed \$50 for any one offense.

- A. Separate offenses. A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.
- B. Use of fines. Said fines shall be used for animal control and to otherwise effectuate the intent and purpose of this chapter.

§ 165-10. Interpretation.

Nothing in this article shall be taken or interpreted to be inconsistent with the duties and responsibilities imposed upon the Animal Control Administrator by the Animal Control Act.[1]

[1] Editor's Note: See 510 ILCS 5/1 et seq.

§ 165-11. Complaints.

The Animal Control Administrator, the State's Attorney, or any citizen of this County may verify a complaint in the name of the County for violations of this article.

Article IV. Dangerous and Vicious Dogs

§ 165-12. Control of dangerous dogs.

It is unlawful for any person to knowingly or recklessly permit any dangerous dog to leave the premises of its owner, and owners must comply with the following. Any dog found to be dangerous shall:

- A. Be spayed or neutered and microchipped within 14 days of the declaration at the owner's expense, if not already done; and
- B. Pay applicable public safety fines as set forth in § ~~165-17~~205-87.
[Amended 2-17-2015]

§ 165-13. Control of vicious dogs.

It is unlawful for any person to knowingly or recklessly permit any vicious dog to leave the premises of its owner, and owners must comply with the following. Any dog found to be vicious shall:

- A. Be spayed or neutered and microchipped within 14 days of the declaration at the owner's expense, if not already done; and
- B. Be kept in an approved enclosure as per the declaring entity if applicable; and
- C. If the dog is out of the approved enclosure, be in compliance with the declaring entity's requirements; and
- D. Pay applicable public safety fines as set forth in § ~~165-17~~205-87.

[Amended 2-17-2015]

§ 165-14. Penalties.

- A. Any person found in violation of any of the provisions of this article regarding vicious and dangerous dogs shall be fined \$500 per offense per day and said dog in violation shall be impounded.
- B. Said fines shall be used for animal control and to otherwise effectuate the intent and purpose of this chapter.

§ 165-15. Enforcement.

Any duly authorized personnel or any law enforcement officer shall impound a vicious or dangerous dog that is found to be in violation of this article and shall fine the dog owner per violations committed as described in §§ 165-12 and 165-13.

Article V. Reclamation and Adoption

§ 165-16. Reclamation and disposition of impounded animals.

[Amended 12-16-1986; 12-20-1988]

- A. Notice to owner. When an animal has been impounded by the Animal Control Administrator, he shall give notice of not less than seven days to the owner, if known.
- B. Animal not claimed. If the owner does not reclaim the animal within such seven-day period, the animal may be adopted by another person or humanely dispatched in accordance with applicable laws.
- C. Owner unknown. If the owner is not known through the display of a McLean County rabies vaccination tag, or other form of identification, the animal may be humanely dispatched in accordance with applicable laws following a three-day holding period, unless, in the judgment of the Animal Control Administrator, or by court order, said stray animal should be destroyed sooner for humane reasons or reasons of health and safety.

§ 165-17. Reclamation fees.

[Amended 12-16-1986; 12-20-1988; 10-19-1993; 2-17-2004; 7-17-2008; 2-17-2015]

The fees for reclamation of an animal as set forth in Chapter 205-87. Fees, shall be paid before the animal is released.

§ 165-18. Adoption.

[Amended 12-20-1988; 7-17-2008]

After an animal has been impounded by the Animal Control Administrator and has not been reclaimed, the animal may be adopted by another person following the holding period described in § 165-16. Prior to adoption, the animal must be rendered incapable of reproduction by spaying or neutering, officially vaccinated, registered and microchipped or the person adopting the animal shall enter into an agreement to have such service done within a specified period of time, not to exceed 30 days, unless otherwise recommended by a licensed veterinarian. If the person adopting the animal fails to have said animal spayed or neutered, officially vaccinated, registered or microchipped within the specified period of time, the Animal Control Administrator, any duly authorize personnel of the Animal Control Center ~~Health Department~~ or any law enforcement officer has the right to seize the animal and the McLean County ~~Health Department~~ Animal Control Center ~~Program~~ retains all adoption fees paid.

§ 165-19. Adoption fees.

[Amended 12-16-1986; 12-20-1988; 10-19-1993; 2-17-2004; 7-17-2008; 2-17-2015]

The fees for adoption of an animal as set forth in Chapter 205-87, Fees, shall be paid before the animal is released.

Article VI. Disposal of Animals

§ 165-20. Procedure for release, disposal of dead dogs and cats; fees.

Every person residing in McLean County who is the owner of a dead dog, puppy, cat or kitten who desires to have said animal disposed of may deliver said animal to the McLean County Animal Center~~Shelter~~.

- A. Release. Said person shall sign a release form permitting the licensed veterinarian for the County of McLean to dispose of said animal.
- B. Fees. The disposal fee for a dog, puppy, cat or kitten shall be as set forth in Chapter 205-87, Fees.
[Amended 6-19-1984; 2-17-2015]

§ 165-21. Procedure for release, euthanization and disposal of live dogs and cats; fees.

[Amended 6-19-1984; 9-20-1994; 7-17-2008; 2-17-2015]

Every person residing in McLean County who is the owner of a live dog, puppy, cat or kitten who desires to surrender ownership or to have said animal euthanized and disposed of may deliver said animal to the McLean County Animal Center~~Shelter~~.

- A. Release. Said person shall sign a release form permitting the County of McLean to seek adoption or euthanization and disposal of said dog, puppy, cat or kitten.
- B. Fees. The euthanization and disposal or surrender fees for a dog, puppy, cat or kitten shall be as set forth in Chapter 205-87, Fees.
- C. A specimen preparation fee for an animal that is surrendered to Animal Control pursuant to a bite investigation shall be as set forth in Chapter 205-87, Fees.

Chapter 205. Fees

Article XVIII. Miscellaneous Code Fees

§205-87. Chapter 165, Animals.

Animal fees shall be as follows:

Section	Fee For	Amount
165-4A	Dog/Cat registration fees:	
	Dog or cat under 7 months of age 1-year vaccination	\$10/year
	Late payments (31 or more days after vaccination)	\$35/year
	Altered dog or cat with a 1-year vaccination	\$10/year
	Late payments (31 or more days after vaccination)	\$35/year
	Unaltered dog or cat with a 1-year vaccination	\$20/year
	Late payments (31 or more days after vaccination)	\$45/year
	Altered dog or cat with a 3-year vaccination	\$250/year \$25
	Late payments (31 or more days after vaccination)	\$70/year
	Unaltered dog or cat with a 3-year vaccination	\$60/year
	Late payments (31 or more days after vaccination)	\$160/year
	Dangerous Dog Tag	\$100/year
	Vicious Dog Tag	\$200/year
165-4F	Replacement rabies tag	\$2/tag
165-17	Animal reclamation:	
	Owner reclamation 1 st time in calendar year	\$30
	Owner reclamation 2 nd and subsequent times in a calendar year	\$20 additional each time
	Boarding charges:	\$10/day or part thereof impounded, plus
	Bite boarding charge	\$20/day or part thereof impounded
	Vicious/Dangerous boarding charge	\$20/day or part thereof impounded during investigation
	Rabies vaccination deposit for impounded animals that do not have current vaccination	\$8
	Reclaim registration for animals not currently registered in County	\$25
	Microchipping deposit	\$40
	For each prior incident of impoundment of any animal owned by a person owning, or having owned, any animals impounded two or more times during a calendar year	\$25/occurrence

Section	Fee For	Amount	
	Public safety fine for dogs running at large	\$25	
	Public safety impoundment and redemption fine	\$25	
	Dangerous dog public safety fine	\$50	
	Vicious dog public safety fine	\$100	
165-19	Animal adoption fees	Dogs	Cats
	Boarding (adoption fee)	\$10	\$10
	Registration	\$9 \$10	\$9 \$10
	Vaccination deposit	\$8	\$8
	Neuter deposit	\$35	\$35
	Microchipping Deposit	\$40	\$40
	Total Fee	\$102 \$103	\$102 \$103
165-20B	Disposal of dead animals		
	Dog	\$10 \$35	
	Puppy	\$5 \$15	
	Cat	\$5 \$15	
	Kitten	\$2.50 \$10	
165-21B	Euthanization and disposal of animals		
	Dog	\$40 \$70	
	Puppy	\$20 \$30	
	Cat	\$20 \$30	
	Kitten	\$10 \$20	
165-21B	Surrender of animals		
	Dog/Cat	\$5	
	Puppy/Litter of puppies	\$5	
	Kitten/Litter of kittens	\$5	
165-21C	Specimen preparation for animal surrendered pursuant to a bite investigation	\$25	


(1) The County Clerk shall provide a copy of this Resolution to the County Administrator, Animal Control, and the First Civil Assistant State's Attorney.

(2) This Resolution shall become effective immediately upon approval and adoption.

ADOPTED by the McLEAN COUNTY BOARD this 20th day of December, 2016.

ATTEST:

APPROVED:


Kathy Michael, Clerk of the Board of
McLean County


John D. McIntyre, Chairman of the
McLean County Board

Members Selzer/Cavallini moved the County Board approve a Request for Approval of an amendment to the McLean County Code amending Chapter 165 Animals and Chapter 205 Fees. - Animal Control. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.

LAND USE AND DEVELOPMENT COMMITTEE:
Member Wollrab, presented the following:



INTER-OFFICE COMMUNICATION
DEPARTMENT OF BUILDING AND ZONING

TO: Members of the Land Use and Development Committee
FROM: Philip Dick, AICP, Director
DATE : November 22, 2016
RE: **Rural Specialty Facility Special Use in the Agriculture District**

Staff recommends that the Rural Specialty Facility be added to the McLean County Code as a special use in the Agriculture District and that the said code be amended as follows:

(Additions are indicated by text and stricken material by ~~text~~.)

350-26 Definitions

AGRICULTURAL TOURISM

A commercial enterprise at a working farm conducted for the enjoyment or education of visitors, and that generates supplemental income and involves agriculturally based operations or activity that brings visitors to a farm. Uses may include but are not limited to the following: corn maze, pony rides, display of farm animals, farm tours, hay rack rides, demonstrations and display of typical farm operations/activities, annual agriculture related festivals or fairs, farm stands or shops, U-pick, farm stays, on-farm classes, pumpkin patches, Christmas tree farms, orchard dinners, youth camps, barn dances, hunting or fishing guest ranches. Accessory uses may include sale of food and refreshments for consumption on-site, sale of products grown in the area and products where value is added to such products, sale of tourist products made in the area and play grounds. Agricultural tourism includes any activities allowable at a rural specialty facility.

RURAL SPECIALTY FACILITY

Establishments that sell, principally at retail, agricultural products, foods or traditional handicrafts (such as quilts, candles, and the like) produced on the premises together with accessory recreational or educational activities and which may also sell related goods produced off premises provided that sale of such off premises produced goods constitute less than 50 percent of total sales. For the purposes of this definition, accessory recreational or educational activities include events held for the purpose of attracting the public for the enjoyment (such as weddings or other similar social or commercial gatherings), education, or active involvement in the activities reasonably associated with the agricultural nature of the area.

350-42 Use Table

The use table provides a tabular summary of the land use types allowed within each base zoning district. The table is intended for reference and does not necessarily reflect all of the regulations that may apply to particular uses or districts. In the event of conflict between the use regulations listed within this article and the zoning district regulations of Article V, the text of the zoning district regulations shall prevail.

A. Permitted (by right). Uses identified in a zoning district column of the Use Table with a "P" are "permitted by right" and shall be permitted in such zoning district. Permitted uses shall also be subject to the standards and regulations as may be indicated in the "Use Standards" column and all other requirements of this chapter.

B. Special uses. Uses identified in a zoning district column of the Use Table with an "S" are "special uses" and shall be permitted in such zoning district if reviewed and approved in accordance with the standards of Article VIII. Special uses shall be subject to the standards and regulations as may be indicated in the "Use Standards" column and all other requirements of this chapter.

C. Not permitted. Uses not identified in a zoning district column of the Use Table as permitted by right or by special use are not allowed in such zoning district unless otherwise expressly permitted by other regulations of this chapter.

D. Use standards. A letter in the "Use Standards" column of the Use Table refers to standards and regulations applicable to the particular use in one or more of the districts in which such use is allowed. The referenced standards appear as subsections in § 350-43 of this article.

Use Type	ZONING DISTRICTS						Use Standards
	A	R-1	R-2	C	M-1	M-2	
Rural Specialty Facility	S						BBB

350-43 Use standards.

The use standards of this section shall apply to permitted uses, special uses and accessory uses as noted.

BBB. Rural Specialty Facility. The following standards shall apply to all rural specialty facilities:

- (1) No property shall be used as a rural specialty facility unless the owner has completed an agricultural nuisance disclaimer in accordance with §350-35 B.
- (2) Rural specialty facilities shall be located at least 400 feet, but no more than 2500 feet, from any R-1 or R-2 Zoning District.
- (3) Rural specialty facilities shall be located within a reasonable distance from arterial or collector roads to allow proper access by the public, emergency personnel and administrative representatives charged with monitoring activities engaged thereon.
- (4) Citizens participating in activities at rural specialty facilities shall be limited in number to an amount appropriate given the size, nature and unique specifications of the property and facility.
- (5) Hours of operation for activities at rural specialty facilities shall be limited to appropriate days and times given the nature of the activities and unique specifications of the property and facility.

- (6) Handicap parking requirement. At least one handicap parking space shall be provided, with the remainder of parking not required to be paved.
- (7) Food sales/service, waste water/sewage disposal and potable water supplies shall meet the requirements of the County Health Department.
- (8) No property shall be used as a rural specialty facility unless first receiving approval from the applicable road authority.
- (9) No property shall be used as a rural specialty facility unless proper off-street parking can be provided. On-street parking is prohibited at rural specialty facilities.

Members Wollrab/Cavallini moved the County Board approve a Proposed amendment to the text of Chapter 350 of the McLean County Code for consideration and referral to the McLean County Board for further action in accordance with §350-21B of the McLean County Code. Clerk Michael shows all Members present voting in favor of the Motion. Motion carried.



Michelle L. Anderson

COUNTY AUDITOR

Government Center

115 E. Washington Street, Room 402 • PO Box 2400 • Bloomington, IL 61702-2400

(309) 888-5148 • Fax (309) 888-5209

michelle.anderson@mcleancountyil.gov • www.mcleancountyil.gov/auditor

MCLEAN COUNTY BOARD COMPOSITE

December 20, 2016

2016 Budget Expenditures

COMMITTEE	PENDING EXPENDITURES	PRE-PAID EXPENDITURES	TOTAL EXPENDITURES
Executive		\$210,584.85	\$210,584.85
Finance		\$1,298,403.83	\$1,298,403.83
Justice		\$481,651.16	\$481,651.16
Land Use		\$1,201.33	\$1,201.33
Property		\$172,192.85	\$172,192.85
Transportation		\$1,602,476.61	\$1,602,476.61
Health/Nursing Home		\$241,587.19	\$241,587.19
Health/Jail Med & JDC Med		\$47,992.38	\$47,992.38
Health/Board of Health		\$249,692.48	\$249,692.48
Health/Dev. Disability Board		\$55,216.04	\$55,216.04
Total	\$0.00	\$4,360,998.72	\$4,360,998.72

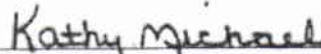
John McIntyre, Chairman
McLean County Board

The meeting was adjourned until January 17, 2016 9:00 a.m., in Government Center, Room 400, Bloomington, Illinois.

Time: 10:31 a.m.



John D. McIntyre, Chair
McLean County Board

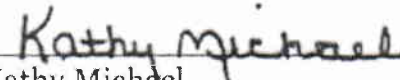


Kathy Michael
County Board Clerk

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

I, Kathy Michael, County Clerk in and for the State and County aforesaid, do hereby certify the foregoing to be a full, true, and correct copy of the proceedings had by the McLean County Board at a meeting held on the 20th day of December, 2016 and as the same appears of record.

IN WITNESS WHEREOF, I have set my hand and official seal this 20th day of December, 2016.



Kathy Michael
McLean County Clerk